

Table of Contents

Agenda	5
Repair or Removal of Dangerous and Unsafe Structures, 1454 North New York. (District I)	
Agenda Report No. II-1	14
OCI Supporting Document Unfinished Business 1454 N. New York	16
Public Hearing and Tax Exemption Request, Coxco, LLC/Cox Machine Inc. (District V)	
Agenda Report No. II-2	26
Ordinance No. 48-990	28
Public Hearing and Approval of a Facade Improvement Project - 150 North Market. (District VI)	
Agenda Report No. III-1.	31
Ordinance No. 48-992	33
Resolution No. 11-088	36
Weigand Easement	37
Weigand Facade Petition	41
Waiver and Consent	43
Repeal of CID Ordinance - Planeview Grocery Store.(District III)	
Agenda Report No. III-2.	46
Ordinance No. 48-991.	47
Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Mesa Verde Phase II. (District VI)	
Agenda Report No. III-3.	48
Resolution No. 11-079	50
Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; North University Village. (District I)	
Agenda Report No. III-4.	51
Resolution No. 11-080	54
Wichita Employees' Retirement and Police and Fire Retirement Systems Actuarial Valuation Reports, January 1, 2010 - December 31, 2010.	
Agenda Report No. III-5.	55
2010 Wichita Employees' Actuarial Valuation Report.	57
2010 Police and Fire Actuarial Valuation Report	119
Amendments to the Non-Exempt Employee Salary and Classification Ordinances.	
Agenda Report III-6.	179
Salary Ordinance No. 48-993.	180
Delineated Exempt Salary Ordinance.	189
Classification Ordinance No. 48-994	198
Delineated Classification Ordinance	203

Amendments to the Weapons Ordinance to clarify City Hall Security Officers' ability to carry firearms.	
Agenda Report No. III-7.	208
Ordinance No. 48-995.	209
Delineated Ordinance.	218
Approve a resolution, pursuant to Chapter 3.14, regarding personnel and equipment fees to be assessed for parades.	
Agenda Report No. III-8.	227
Resolution No. 11-081	229
Rename Grove Park to Dr. Glen Dey Park. (District I)	
Agenda Report No. III-9.	231
135th Street West Improvement, between 13th and 21st. (District V)	
Agenda Report No. III-10	233
Ordinance No. 48-996.	235
Map	237
Multi-Use Path along Central, Waco and 1st Street. (District VI)	
Agenda Report No. III-11	238
*ZON2011-00005 – City change from SF-5 Single-Family Residential and MF-29 Multi-Family Residential to MF-18 Multi-Family Residential; generally located northwest of Oliver Avenue and 27th Street North. (District I)	
Agenda Report No. V-1	239
Ordinance No. 48-997.	242
Excerpt of Minutes	244
Site Plan and Background Information	253
*SUB2010-00048 -- Plat of Thunderbird Office Park 2nd Addition located on the south side of Maple, on the west side of 119th Street West. (District V)	
Agenda Report No. V-2.	261
Restrictive Covenant	263
*A11-01 – Request by John E. and Marilyn K. Dugan to annex lands generally located on the south side of Kellogg, one-quarter mile east of 135th Street West. (District IV)	
Agenda Report No. V-3.	267
Ordinance No. 48-998.	269
Map	271
Taxiway H and H1 West Site Development - Wichita Mid-Continent Airport.	
Agenda Report No. IX-1.	272
*Sullivan Aircraft Services, LLC - Wichita Mid-Continent Airport.	
Agenda Report No. IX-2.	273
Agreement	274
Preliminary Estimates. (See Attached)	
Preliminary Estimates.	287
Community Events Intrust Bank Arena, Lynard Skynard and ZZ Top. (District I)	
Agenda Report No. XII-5a.	288

Community Events Intrust Bank Arena, Avenged Sevenfold. (District I)	
Agenda Report No. XII-5b.	289
Community Events - Intrust Bank Arena, Tim McGraw. (District I)	
Agenda Report No. XII-5c.	290
Community Events Intrust Bank Arena, Josh Groban. (District I)	
Agenda Report No. XII-5d.	291
Community Events - Orpheum Outdoor Concert Series. (District VI)	
Agenda Report No. XII-5e.	292
Community Events 15th Annual Wesley Senior 5K. (District VI)	
Agenda Report No. XII-5f.	293
Relocation of a Gas Line in Greenwich Road, Harry to Kellogg. (District II)	
Agenda Report No. XII-6a.	294
Gas Line Agreement	295
Acquisition of 2725 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)	
Agenda Report No. XII-7a.	298
Contract and Maps	299
Acquisition of 2717 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)	
Agenda Report No. XII-7b.	303
Contract and Maps	304
Partial Acquisition of 4601 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)	
Agenda Report No. XII-7c.	308
Contract and Maps	309
Contracts and Agreements for March 2011. (See Attached)	
XII-9 March 2011 Monthly Report to Council	314
Purchase Option, Royal Caribbean Cruises Ltd. (District IV)	
Agenda Report XII-10.	315
Resolution No. 11-082 and Schedule 1.	316
Bill of Sale.	319
Special Warranty Deed	321
Termination of Lease	324
Cargill, Inc. Franchise. (District VI)	
Agenda Report No. XII-11.	328
Ordinance No. 48-999.	329
Cargill Site Plan.	338
Removal of Nuisance Abatement Special Property Tax Assessment, 2038 East 9th Street North. (Districts I)	
Agenda Report No. XII-12.	339
Century II Renovations Project.	
Agenda Report No. XII-13 and CIP	340
Resolution No. 11-083 and Declaration of Intent	342

Community Event with Alcohol Consumption Resolution - Orpheum Outdoor Concert Series. (District VI)	
Agenda Report No. XII-14.	344
Resolution No. 11-084	345
Event Application	346
Community Event with alcohol consumption – Resolution 4th Annual Orpheum Car Show. (District VI)	
Agenda Report No. XII-15.	356
Resolution No. 11-085	357
Event Application	358
Emergency ASR Pipeline Sand Removal.	
Agenda Report No. XII-16 and Memo.	367
Notice of Intent to Use Debt Financing - Taxiway "H and H1" West Site Development - Wichita Mid-Continent Airport.	
Agenda Report No. XII-17.	369
Resolution No. 11-086	370
Budget Adjustment.	
Agenda Report No. XII-18.	371
Certificate of Canvass.	
Certificate of Canvass XII-19	372
Resolution of Succession.	
Agenda Report No. XII-20 Resolution No. 11-087	377
List of Second Reading Ordinances. (See Attached)	
Second Reading Ordinances	378

FINAL
CITY COUNCIL
CITY OF WICHITA
KANSAS

City Council Meeting
09:00 a.m. April 19, 2011

City Council Chambers
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Invocation
- Pledge of Allegiance
- Approve the minutes of the regular meeting on April 12, 2011

AWARDS AND PROCLAMATIONS

- Proclamation:

2011 WSU - NIT Champions Day
LOVE Wichita Day
Arbor Day
Cinco de Mayo Celebration Days
- Awards:

CCCT, Mary K Vaughn
Service Award-Michael D. Moreland

I. PUBLIC AGENDA

NOTICE: No action will be taken relative to items on this agenda other than referral for information. Requests to appear will be placed on a "first-come, first-served" basis. This portion of the meeting is limited to thirty minutes and shall be subject to a limitation of five minutes for each presentation with no extension of time permitted. No speaker shall be allowed to appear more frequently than once every fourth meeting. Members of the public desiring to present matters to the Council on the public agenda must submit a request in writing to the office of the city manager prior to twelve noon on the Tuesday preceding the council meeting. Matter pertaining to personnel, litigation and violations of laws and ordinances are excluded from the agenda. Rules of decorum as provided in this code will be observed.

None

COUNCIL BUSINESS

II. UNFINISHED COUNCIL BUSINESS

1. Repair or Removal of Dangerous and Unsafe Structures, 1454 North New York. (District I)

RECOMMENDED ACTION: Take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) taxes and specials are paid as of April 19, 2011; (2) the structure is maintained secure as of April 19, 2011 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of April 19, 2011, and is so maintained during renovation.

2. Public Hearing and Tax Exemption Request, Coxco, LLC/Cox Machine Inc. (District V)

RECOMMENDED ACTION: Close the public hearing, and approve first reading of the ordinance granting Coxco, LLC/Cox Machine Inc. a 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

III. NEW COUNCIL BUSINESS

1. Public Hearing and Approval of a Facade Improvement Project - 150 North Market. (District VI)

RECOMMENDED ACTION: Close the public hearing, approve the revised petition, adopt amending resolution, accept the waiver and consent, approve the façade easement and place the maximum assessment ordinance for the 150 North Market facade improvements on first reading.

2. Repeal of CID Ordinance - Planeview Grocery Store. (District III)

RECOMMENDED ACTION: Approve first reading of the ordinance repealing the Planeview Grocery Community Improvement District and authorize the partial refund of the CID application fee.

3. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Mesa Verde Phase II. (District VI)

RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements.

4. Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; North University Village. (District I)

RECOMMENDED ACTION: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirements.

5. Wichita Employees' Retirement and Police and Fire Retirement Systems Actuarial Valuation Reports, January 1, 2010 - December 31, 2010.

RECOMMENDED ACTION: Receive and file the Wichita Employees' Retirement and Police and Fire Retirement Systems' Actuarial Valuation Reports (January 1, 2010 – December 31, 2010) as submitted, and approve the 2012 employer retirement fund contribution rates.

6. Amendments to the Non-Exempt Employee Salary and Classification Ordinances.

RECOMMENDED ACTION: Adopt the ordinance and place it on first reading.

7. Amendments to the Weapons Ordinance to clarify City Hall Security Officers' ability to carry firearms.

RECOMMENDED ACTION: Approve the amendments to Weapons Ordinance to clarify City Hall Security Officers' ability to carry firearms.

8. Approve a resolution, pursuant to Chapter 3.14, regarding personnel and equipment fees to be assessed for parades.

RECOMMENDED ACTION: Approve the resolution.

9. Rename Grove Park to Dr. Glen Dey Park. (District I)

RECOMMENDED ACTION: Authorize the renaming of Grove Park to Dr. Glen Day Park.

10. 135th Street West Improvement, between 13th and 21st. (District V)

RECOMMENDED ACTION: Approve the design concept, approve the budget for right-of-way, place the amending ordinance on first reading and authorize the necessary signatures.

11. Multi-Use Path along Central, Waco and 1st Street. (District VI)

RECOMMENDED ACTION: Approve the project.

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

IV. NON-CONSENT PLANNING AGENDA

None

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 3)

1. *ZON2011-00005 – City change from SF-5 Single-Family Residential and MF-29 Multi-Family Residential to MF-18 Multi-Family Residential; generally located northwest of Oliver Avenue and 27th Street North. (District I)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change subject to the provisions of Protective Overlay #252; and authorize the Mayor to sign the ordinance, and withhold the publication of the ordinance until the plat is recorded (simple majority vote required).

2. *SUB2010-00048 -- Plat of Thunderbird Office Park 2nd Addition located on the south side of Maple, on the west side of 119th Street West. (District V)

RECOMMENDED ACTION: Approve the document and plat and authorize the necessary signatures.

3. *A11-01 – Request by John E. and Marilyn K. Dugan to annex lands generally located on the south side of Kellogg, one-quarter mile east of 135th Street West. (District IV)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

HOUSING AGENDA

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

Fern Griffith, Housing Member is also seated with the City Council.

VI. NON-CONSENT HOUSING AGENDA

None

VII. CONSENT HOUSING AGENDA

None

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

VIII. NON-CONSENT AIRPORT AGENDA

None

IX. CONSENT AIRPORT AGENDA (ITEMS 1 AND 2)

1. Taxiway H and H1 West Site Development - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the budget adjustment.

2. *Sullivan Aircraft Services, LLC - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Agreement and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

None

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 21A)

1. Report of Board of Bids and Contracts dated April 18, 2011.

RECOMMENDED ACTION: Receive and file report; approve Contracts;
authorize necessary signatures.

2. Applications for Licenses:

<u>Renewal</u>	<u>2011</u>	<u>Address</u>
Lewis F Self	After Dark Video	7805 West Kellogg Drive
Lewis F Self	After Dark Video	3721 South Broadway
Lewis F Self	After Dark Video	2809 North Broadway

RECOMMENDED ACTION: Approve the licenses.

3. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2011</u>	<u>(Consumption off Premises)</u>
Son Tran	Speedway	565 South Market
Lori Cottrell	Wal-Mart Supercenter #3283	10600 West 21st North

<u>Renewal</u>	<u>2011</u>	<u>(Consumption on Premises)</u>
Joseph T Weber	Club Billiards*	925 West Douglas
Steven T Knolla	Knolla's Pizza East, LLC*	7732 East Central Suite 123

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

4. Preliminary Estimates:

- a. Preliminary Estimates. (See Attached)

RECOMMENDED ACTION: Receive and file.

5. Consideration of Street Closures/Uses.

- a. Community Events - Intrust Bank Arena, Lynard Skynard and ZZ Top. (District I)
- b. Community Events - Intrust Bank Arena, Avenged Sevenfold. (District I)
- c. Community Events - Intrust Bank Arena, Tim McGraw. (District I)
- d. Community Events - Intrust Bank Arena, Josh Groban. (District I)
- e. Community Events - Orpheum Outdoor Concert Series. (District VI)
- f. Community Events - 15th Annual Wesley Senior 5K. (District VI)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

6. Agreements/Contracts:

- a. Relocation of a Gas Line in Greenwich Road, Harry to Kellogg. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Property Acquisitions:

- a. Acquisition of 2725 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
- b. Acquisition of 2717 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)
- c. Partial Acquisition of 4601 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project. (District I)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

8. Minutes of Advisory Boards/Commissions

Board of Code Standards and Appeals, March 7, 2011
Airport Advisory Board, March 7, 2011
Board of Appeals of Plumbers and Gas Fitters, March 2, 2011

RECOMMENDED ACTION: Receive and file.

9. Contracts and Agreements for March 2011. (See Attached)

RECOMMENDED ACTION: Receive and file.

10. Purchase Option, Royal Caribbean Cruises Ltd. (District IV)

RECOMMENDED ACTION: Adopt the Resolution approving the Bill of Sale, Termination of Lease Agreement and Special Warranty Deed to convey the property to Royal Caribbean Cruises Ltd. and authorize the necessary signatures.

11. Cargill, Inc. Franchise. (District VI)

RECOMMENDED ACTION: Approve the first reading of the contract franchise ordinance between the City and Cargill, Inc. and authorize the necessary signatures.

12. Removal of Nuisance Abatement Special Property Tax Assessment, 2038 East 9th Street North. (District I)

RECOMMENDED ACTION: Approve removal of the \$614 nuisance abatement special property tax assessment for the property at 2038 East 9th Street North.

13. Century II Renovations Project.

RECOMMENDED ACTION: Adopt the bonding resolution and authorize the necessary signatures.

14. Community Event with Alcohol Consumption Resolution - Orpheum Outdoor Concert Series. (District VI)

RECOMMENDED ACTION: Approve the Resolution.

15. Community Event with alcohol consumption – Resolution 4th Annual Orpheum Car Show. (District VI)

RECOMMENDED ACTION: Approve the resolution.

16. Emergency ASR Pipeline Sand Removal.

RECOMMENDED ACTION: Affirm the City Manager's Public Exigency approval of the project.

17. Notice of Intent to Use Debt Financing - Taxiway "H and H1" West Site Development - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

18. Budget Adjustment.

RECOMMENDED ACTION: Approve the budget adjustment of \$3 million to pay for prisoner maintenance fees incurred during 2011.

19. Certificate of Canvass.

Certificate of Canvass of the votes in the General Election on April 5, 2011, determining that the following candidates were duly elected.

Mayor

Carl Brewer

Council Member District II

Pete Meitzner

Council Member District III

James Clendenin

Council Member District IV

Michael O'Donnell

Council Member District V

Jeff Longwell

RECOMMENDED ACTION: Receive and file.

20. Resolution of Succession.

RECOMMENDED ACTION: Adopt the resolution and authorize the necessary signatures.

21. Second Reading Ordinances: (First Read April 12, 2011)
a. List of Second Reading Ordinances. (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
1454 North New York (District I)

INITIATED BY: Office of Central Inspection

AGENDA: Unfinished Business

Recommendations: Take appropriate action based on testimony received during the review hearing.

Background: On November 16, 2010, the City Council conducted a hearing to review and consider condemnation, demolition and removal of the vacant single family house at 1454 North New York. The owner, Letha Jeffery, was present with her stepson, Dewayne Tate, and her niece, Joann Hubbard. Mr. Tate and Ms. Hubbard explained that Ms. Jeffery had hired and paid an unlicensed individual to repair the property; however, this individual had not made necessary repairs per the signed contract. Mr. Tate and Ms. Hubbard requested additional time to further review options and assist Ms. Jeffery in making a final decision about the property.

City Council Member Lavonta Williams made a motion to defer the City Council action for at least 45 days to allow the owner and staff to further investigate repair options and develop an action plan. The motion was approved.

Analysis: After the November 16, 2010 hearing, Ms. Jeffery considered deeding the house to her niece, Ms. Hubbard. In December 2010, Ms. Hubbard decided she did not want the property. In January 2011, Ms. Jeffery's stepson, Dewayne Tate, worked with staff to set up a meeting with Ms. Jeffery, Mr. Tate and Office of Central Inspection (OCI) and Neighborhood Improvement Services (NIS) staff to review possibilities for NIS repair assistance; however, the meeting was cancelled due to Ms. Jeffery not feeling well. During January and February, Mr. Tate stayed in contact with OCI staff, and visited with NIS staff regarding repair assistance programs.

In late February, Ms. Jeffery deeded the house to Mr. Tate, and Mr. Tate again met with NIS and OCI staff. OCI requested that NIS work with Mr. Tate to develop a cost analysis of the required repairs. NIS staff inspected the property on March 15, 2011. The cost estimate to correct all code violations totaled \$63,600, which is more than the amount of funding available for assistance.

OCI staff met with Mr. Tate on March 24, 2011, to review the NIS cost analysis. Mr. Tate provided estimates for repairs to the exterior including roof replacement. OCI staff then met onsite with Mr. Tate to review repairs needed to remove the structure from condemnation. OCI staff verified with Council Member Williams that this property would be brought back for City Council review on April 19, 2011.

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total

annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The owner and owner's representative has been informed of the date and time of the hearing.

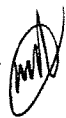
Recommendations/Actions: It is recommended that the City Council take appropriate action based on the testimony received at the hearing. Any extension of time granted to repair the structure should be conditioned on the following: (1) taxes and specials are paid as of April 19, 2011; (2) the structure is maintained secure as of April 19, 2011 and is kept secured during renovation; and (3) the premise is kept clean and free of debris as of April 19, 2011, and is so maintained during renovation.

If any of the above conditions are not met, the Office of Central Inspection will proceed with demolition action and also instruct the City Clerk to have the resolution published once in the official City paper and advise the owners of these findings.

Attachments: NIS Rehabilitation Cost Evaluation of 1454 New York.



INTEROFFICE MEMORANDUM

TO: Kurt Schroeder, Superintendent of OCI
FROM: Michael Hollimon, Neighborhood Improvement Administrator 
SUBJECT: Rehab Cost Evaluation of 1454 New York
DATE: March 18, 2011

OWNER: Duane Tate
ADDRESS: 1454 New York

PHONE #: 409-7038

Neighborhood Improvement Services (NIS) was asked to inspect the structure at 1454 New York to identify the existing code violations and provide a cost estimate of the required repairs.

On March 15, 2011, NIS rehab inspectors inspected above listed property to identify code violations and ascertain the necessary work required to bring the structure into compliance with the minimum housing code. Their cost estimate to correct all code violation and to comply with the Lead-Based Paint regulations comes to \$63,600.00. Due to the condition of the roof rafters and the foundation, an Engineer report should be obtained prior to rehabilitation. Based on the owner's financial status, he would qualify for the Deferred Loan Program offered by NIS, which has a maximum amount of financial assistance per structure at \$35,000.00. This would require Mr. Tate to bridge the financial gap of \$28,600.00. Sedgwick County tax assessment value of this property is \$4,570.00. This is the only structure in the 1400 block, therefore I check the County's tax assessment value of the properties in the 1500 block to determine if it was economically feasible to inject federal funds into this type of a project.

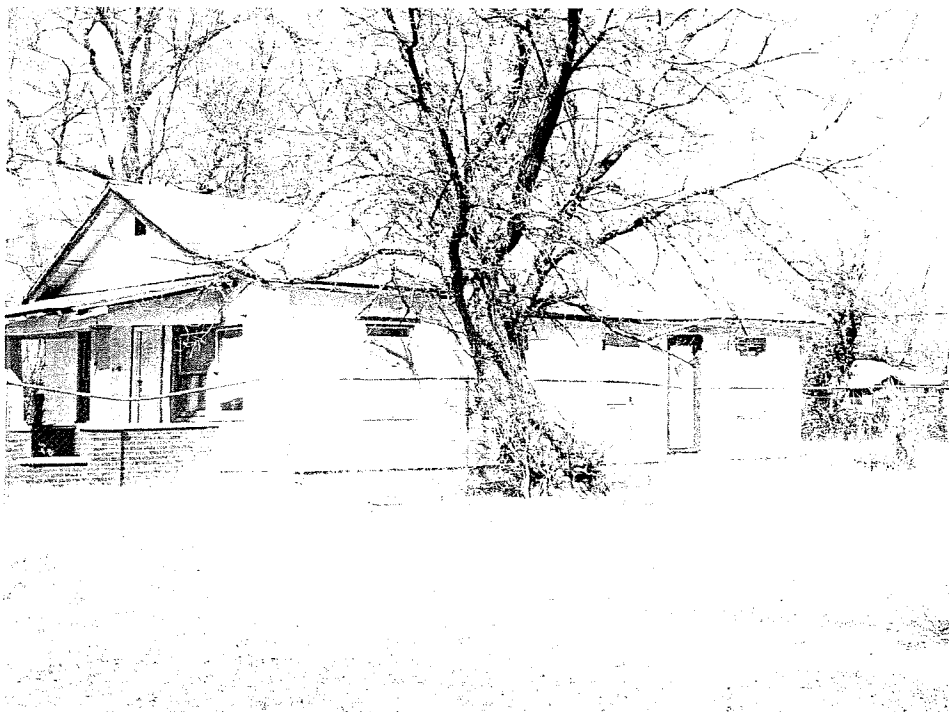
<u>ADDRESS</u>	<u>ASSESSMENT</u>
1508 New York	\$ 3,200.00 - This is a vacant lot
1510 New York	\$19,500.00
1524 New York	\$23,600.00
1556 New York	\$36,100.00

Due to the cost to bring this structure into compliance with the minimum housing code and the fact that the other homes in the immediate area has an average County tax assessment value of \$26,400.00, it is not feasible to rehab this structure.

The House Department's, HOME Program work with local non-profit organizations in developing new housing stock that sells for \$85K. These new structures have full basements and attached 2 car garages. I recommend that this structure be razed and the area be redeveloped with new in-fill housing.

Visual Assessment ONLY
1454 New York
March 15, 2011
Rough estimate of work and costs

Level floors/brace home, repair rim joists	\$ 750.00
Install approach, driveway and sidewalk	\$ 3,200.00
Tuck point foundation	\$ 750.00
Debris and tree removal (trash, furniture, dumpster cost, labor)	\$ 1800.00
Re-roof	\$ 6,200.00
Repair rafters	\$ 500.00
Guttering	\$ 450.00
Repair back porch and install new porch, south side	\$ 1,700.00
New exterior doors (2) and storm doors (3)	\$ 1,500.00
Windows, including wrapping window trim with coil stock	\$ 3,600.00
Interior doors and trim	\$ 1,600.00
Remove and replace attic insulation	\$ 1,200.00
Kitchen cabinets and counter top	\$ 2,500.00
Carpet living room, bedrooms and hallway, install underlayment and vinyl sheet flooring kitchen and bathroom	\$ 4,500.00
Replace damaged sheetrock, overlay ceilings, repair paneling, painting, etc.	\$ 8,500.00
Electrical fixtures/GFCI/smoke detectors/new panel box. **Note** all exposed framing from sheetrock removal requires electric and framing code compliance.	\$ 4,250.00
Plumbing; Replace water service, sewer main, re-pipe supply and waste lines and all fixtures	\$ 7,250.00
Water heater	\$ 950.00
Replace furnace and repair ductwork	\$ 3,300.00
Lead Risk Assessment	\$ 875.00
Engineer Report on roof/structure	\$ 275.00
Repair or replace siding, (It has aluminum, vinyl and masonite)	\$ 3,800.00
Lead Abatement/Risk Assessment	\$ 3,500.00
Lead Clearance	\$ 650.00
Total	\$ 63,600.00



South side of the home



South roof line

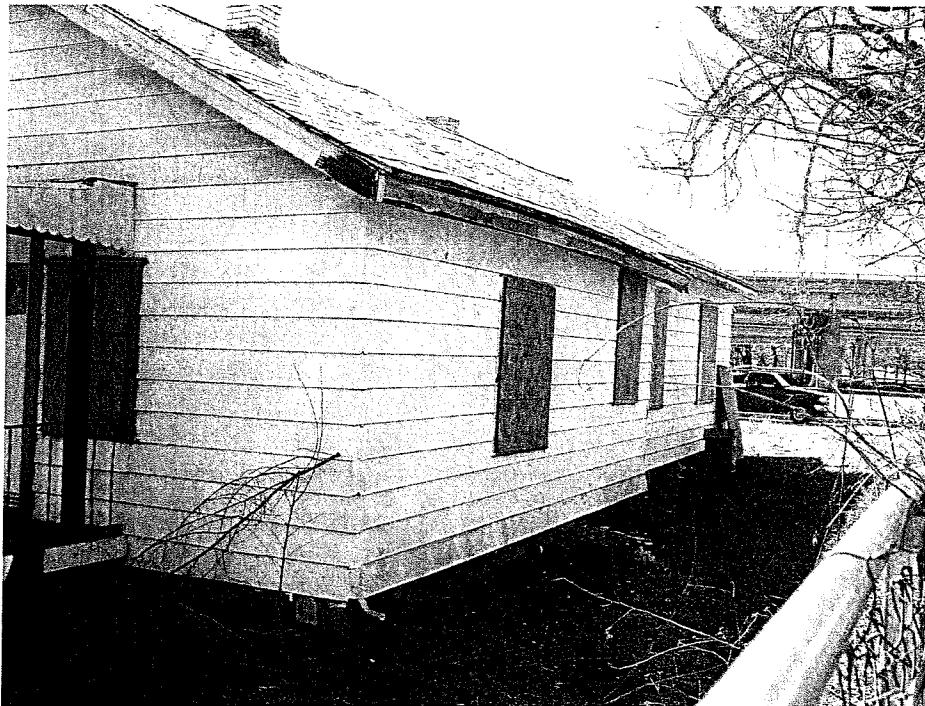


Street view





North side of home and street view from 14th street





East side of home and view going east on 14th street





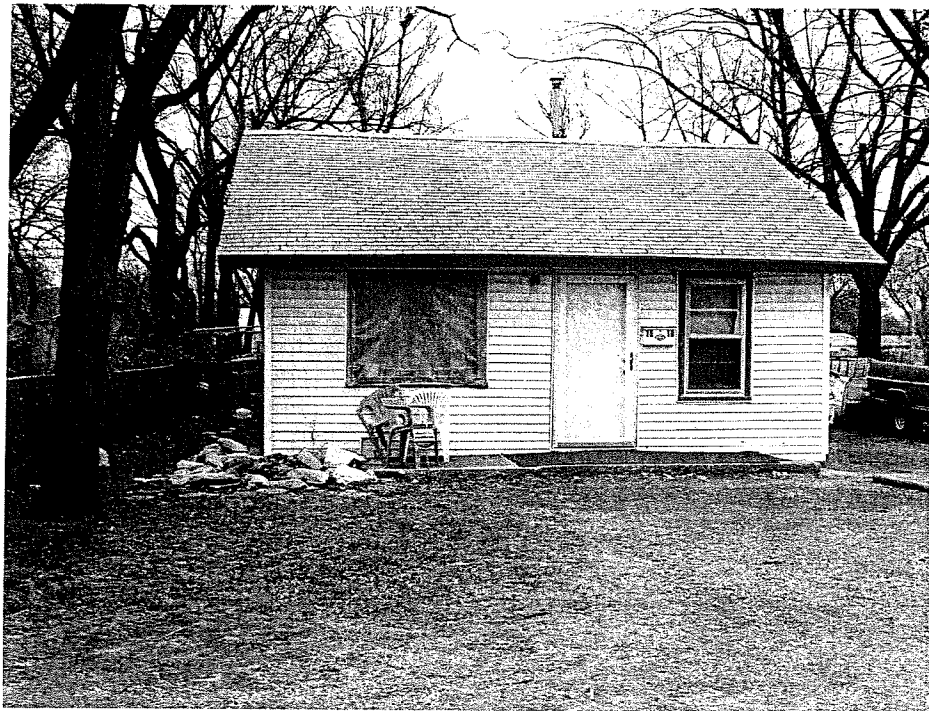
Southbound view of the 1400 block of New York



Northbound view of the 1500 block of New York



1508 New York (vacant lot) Tax appraised value \$3,200.00



1510 New York Tax appraised value \$19,500.00



1524 New York Tax appraised value \$23,600.00



1556 N New York Tax appraised value \$36,100.00



Sedgwick County...
working for you

Sedgwick County, Kansas

525 N. Main • Wichita, KS 67203 • Tel: (316) 660-9110
www.sedgwickcounty.org

Detailed Property Information

[Return to Property Search](#)

[View Taxes Due / View Previous Transactions / Make Payment](#)

1454 N NEW YORK AVE WICHITA

Legal Description: LOTS 19-21 UNION NOW NEW YORK AVE. MILFORD'S REPLAT

Property Owner Name: TATE DUANE

Mailing Address: 5130 E 46TH ST N WICHITA KS 67220

Key Number (Geo Code): B 03733 **Control Number (PIN):** 00122647 **Parcel Id (AIN):** 122090440300200

Tax Unit: 6787 031R WICHITA U-259-NIC KE,WI **Land Use:** 1101 Single family detached dwelling

Lot Square Feet: 6,098 **Acres:** .14

2011 Appraisal Value: \$4,570.00 **2011 Assessment Value:** \$526.00

Characteristics

Year Built	Bedrooms	Living Sq Ft	Basement Type	Full Baths	Half Baths	Architectural Style	Basement Sq Ft	Finished Basement Sq Ft	Basement Type
1940	3	1,042	2	1		Bungalow			Crawl - 2

Exterior Walls

Frame, Metal or Vinyl Siding

Appraisal Values

Year	Class	Land	Improvements	Total	Percent Change
2010	Residential	\$3,900	\$680	\$4,580	-63%
2009	Residential	\$3,900	\$8,600	\$12,500	10%
2008	Residential	\$3,900	\$7,500	\$11,400	52%
2007	Residential	\$3,900	\$3,600	\$7,500	1%
2006	Residential	\$3,900	\$3,500	\$7,400	0%
2005	Residential	\$3,900	\$3,500	\$7,400	0%

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Public Hearing and Tax Exemption Request (Coxco, LLC/Cox Machine Inc.)
(District V)

INITIATED BY: Office of Urban Development

AGENDA: Unfinished Business

Recommendation: Close the Public Hearing and place Ordinance on first reading.

Background: Cox Machine Inc., located at 5338 W. 21st N. in northwest Wichita, was locally formed in 1954. Since its establishment, Cox Machine has achieved consistent growth in its manufacturing of parts for the aerospace industry. Cox Machine recently expanded its manufacturing capacity to include additional manufacturing space and acquisition of new machinery and equipment in the amount of \$1,171,000. Cox Machine is now requesting approval of an Economic Development Tax Exemption (“EDX”) on the construction of a building addition and newly acquired manufacturing equipment in conjunction with the expansion project.

After submitting a letter of intent to the City, the company recently expanded its existing facility by 28,588 square feet. As Cox Machine has expanded in the past they have utilized Economic Development Tax Exemptions in 2001, 2004, 2006 and 2007.

The public hearing to consider the approval of the tax exemption on the current expansion was placed on the City Council agenda for April 5, 2011. On April 4, 2011, staff learned that the Notice of Public Hearing sent to USD 266 was returned due to a recent address change. At the April 5th City Council meeting, the City Council continued the public hearing until April 19, 2011 to give staff time to resend the Notice of Public Hearing.

Analysis: Cox Machine, Inc. is engaged in the manufacture of high quality small parts for the aerospace industry. Cox Machine has a milling department that uses CAD programs, which optimize programming capabilities. Cox Machine also has a grinding department that offers thread grinding and includes centerless as well as cylindrical grinding. Other operations offered by Cox Machine are gun drilling, sheet metal fabrication, small assembly operations, kitting and engineering. Customers include Raytheon, Boeing, Bombardier, Cessna, Northrop, Lockheed Martin, Middle River, and the U.S. Government among others. Cox Machine exports 96% of its production outside of the State of Kansas.

Cox Machine leases its facility from a real estate entity, Coxco, LLC, which is owned by the owners of Cox Machine, Inc. Under State law, EDX exemptions are not allowed for leased property unless the company qualifying for EDX is related to the landlord by ownership. In those circumstances, the Kansas Court of Tax Appeals (COTA) has determined that an exemption must also be granted on property owned by the qualifying company for the same term. Although business machinery and equipment is exempted by statute, COTA allows separate exemption of equipment to satisfy this requirement.

Under the Economic Development Incentive Policy, Cox Machine is eligible for a 100%, 5+5-year property tax abatement based on the combined investment and job creation commitment.

Cox Machine currently has 98 employees and projects to add an additional 37 employees over the next five years at an average annual salary of \$40,859. The expansion project includes construction of a 28,588 square foot building addition with a cost of \$1,168,506 and integrally related equipment with a cost of \$2,500.

Financial Considerations: Based on the 2010 mill levy, the estimated tax value of exempted property for the first full year is approximately \$35,283. The value of the 100% real property tax exemption as applicable to taxing jurisdictions is:

City	\$ 9,452	State	\$ 439
County	\$ 8,599	USD 266	\$ 16,793

Wichita State University's Center for Economic Development and Business Research performed a cost-benefit analysis indicating benefit-to-cost ratios, which are as follows:

City of Wichita	1.99 to one
City of Wichita – General Fund	1.81 to one
City of Wichita – Debt Service	2.28 to one
Sedgwick County	1.64 to one
USD 266	1.28to one
State of Kansas	7.69 to one

Goal Impact: Economic Vitality and Affordable Living. Granting an ad valorem property tax exemption will encourage the business to create new job opportunities and stimulate economic growth for the City of Wichita and Sedgwick County.

Legal Considerations: The Law Department has approved the attached ordinance and Economic Development Incentive Agreement as to form.

Recommendations/Actions: It is recommended that City Council close the public hearing, and approve first reading of the ordinance granting Coxco, LLC/Cox Machine Inc. a 100% tax exemption on the identified real property improvements for a five year term, plus a 100% tax exemption for a second five-year term, subject to City Council review.

Attachments: Ordinance, Economic Development Incentive Agreement

____FIRST PUBLISHED IN THE WICHITA EAGLE ON APRIL 29, 2011____

ORDINANCE NO. 48-990

AN ORDINANCE EXEMPTING PROPERTY FROM AD VALOREM TAXATION FOR ECONOMIC DEVELOPMENT PURPOSES PURSUANT TO ARTICLE 11, SECTION 13, OF THE KANSAS CONSTITUTION; PROVIDING THE TERMS AND CONDITIONS FOR AD VALOREM TAX EXEMPTION; AND DESCRIBING THE PROPERTY OF COXCO, LLC, SO EXEMPTED.

WHEREAS, Article 11, Section 13, of the Kansas Constitution provides that the governing body of the City may, by Ordinance, exempt from all ad valorem taxation all or any portion of the appraised value of certain property meeting the requirements of the constitutional provision; and

WHEREAS, the City of Wichita has adopted an Economic Development Incentive Policy by which the City will consider granting tax exemptions upon a clear and factual showing of direct economic benefit including the creation of additional jobs or the upgrading of existing jobs and the stimulation of additional private investment; and

WHEREAS, Cox Machine, Inc., a wholly owned subsidiary of Coxco, LLC , requests an ad valorem tax exemption on a proposed relocation project of 100% for a five-plus-five year term on the construction of a new building located on land owned by Coxco, LLC and leased to Cox Machine, Inc.; and

WHEREAS, Coxco, LLC/Cox Machine, Inc., has operated within the City for more than fifty years as a manufacturer of aircraft parts; and

WHEREAS, Coxco, LLC/Cox Machine, Inc., proposes a \$3,616,236 expansion by the construction of a new building expansion as well as \$2,500 in equipment to be located at 5338 W. 21st St. N. in Wichita; and

WHEREAS, the City Council of the City of Wichita has reviewed the application and supporting documentation supplied by Coxco, LLC/Cox Machine, Inc., has reviewed the impact statements provided by Staff, and the Cost-Benefit Analysis by the Wichita State University and has conducted a public hearing on such application on April 5, 2011; and

WHEREAS, the City Council of the City of Wichita has found and determined:

1. Coxco, LLC/Cox Machine, Inc. is an existing business located in Wichita, Kansas, and intends to expand its business by construction of a building expansion.

2. The construction of the expansion for which exemption is given occurred after June 4, 2008. No exemption will be given for construction which occurred before that date.
3. Such construction is to be used exclusively for manufacturing articles of commerce.
4. By such expansion, Coxco, LLC/Cox Machine, Inc. will create new employment for 37 employees within five years after the start of the project.
5. Tax exemption will be given only for the construction of a building expansion and acquisition of integrally-related machinery and equipment.
6. The property on which exemption is given will meet the requirements of the Kansas Constitution and the City of Wichita's Economic Development Incentive Policy.
7. Such ad valorem tax exemption is in the public interest providing for economic growth and benefit including the creation of jobs and stimulating additional private investment.

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS,

1. The City Council of the City of Wichita, Kansas hereby makes a factual determination that an ad valorem tax exemption of the type requested by Coxco, LLC/Cox Machine, Inc. is required to retain jobs in the State of Kansas, and that the property to be exempted is to be used exclusively for manufacturing articles of commerce.
2. Coxco, LLC/Cox Machine, Inc. is hereby granted an ad valorem tax exemption of 100% for a five-year term on the construction of a building expansion and 100% for a second five years, subject to approval by the then current governing body, located within the Wichita City limits 5338 W. 21st Street North in Wichita, at an estimated cost of \$3,616,236. Such exemption is to begin in the calendar year after the calendar year in which the expansion is completed, and may be terminated early (and Coxco, LLC/Cox Machine, Inc. may be required to repay amounts previously abated), in the event of any failure by Coxco, LLC/Cox Machine, Inc., to perform its obligations under the Economic Development Incentive Agreement it has executed with the City.
3. The Economic Development Incentive Agreement between the City of Wichita and Coxco, LLC/Cox Machine, Inc. is hereby approved.
4. The Office of Urban Development shall be responsible for monitoring the performance of Coxco, LLC/Cox Machine, Inc. and shall provide annual reports on such performance.
5. Such exemption is subject to verification that the level of employment at the time of the completion of the project is at least equal to the level of employment as stated in Coxco, LLC/Cox Machine, Inc.'s written request for ad valorem tax exemptions as presented to the City Council and to administrative staff and dated February 15, 2011 and as stated in Coxco, LLC/Cox Machine, Inc.'s annually approved EEO/AA Plan.

6. Such exemption may hereafter be withdrawn by the City Council upon a finding that Cox Machine, Inc. no longer is entitled to such exemption in accordance with the Economic Development Incentive Agreement, which Coxco, LLC/Cox Machine, Inc. has executed with the City.

7. The City Council may, at its discretion, require Coxco, LLC/Cox Machine, Inc. to return all funds exempted if there is a failure to meet the terms and conditions of the Economic Development Incentive Agreement which Coxco, LLC/Cox Machine, Inc. has executed with the City.

8. Upon finding that Coxco, LLC/Cox Machine, Inc. has failed to meet its obligations under the Economic Development Incentive Agreement, the City Council shall require the repayment of all prior amounts of taxes that have been exempted and shall withhold any future exemption of taxes on Coxco, LLC/Cox Machine, Inc.'s expansion project. All repayments shall be redistributed to the local taxing authorities at the proper taxing rates.

9. This Ordinance shall be in full force and effect from and after its passage and publication in the official City paper.

Passed by the governing body of the City of Wichita, Kansas this 26th day of April, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
April 19, 2011**

TO: Mayor and City Council Members
SUBJECT: Public Hearing and Approval of a Facade Improvement Project - 150 North Market (District VI)
INITIATED BY: Office of Urban Development
AGENDA: New Business

Recommendation: Close the public hearing and approve first reading of the maximum assessment ordinance.

Background: Since 2001, the City of Wichita has operated the Facade Improvement Program, which provides low-cost loans and grants to enhance the visual aesthetics of buildings located in defined areas needing revitalization, including the City's core area. The low-cost loans are funded through special assessment financing. In 2009, the Façade Program was revised to require that private funding for overall project costs be at least equal to public funding and that applicants show a financial need for public assistance in order to complete the project, based on the owner's ability to finance the project and assuming a market-based return on investment.

On April 5, 2011, City Council approved a petition from the owners of a building located at 150 North Market to create a special benefit district and adopted a resolution authorizing façade improvements as part of a larger private renovation project. Adoption of a maximum assessment ordinance is needed in order to proceed with the façade improvement project.

Analysis: The existing project is a row of three buildings in the 100 block of North Market, all occupied by J.P. Weigand & Sons Realtors. The overall renovation project includes a \$400,000 renovation, including extensive interior and exterior improvements to the building, which will continue to serve as the corporate headquarters of Weigand. The \$209,000 facade project will install new doors and windows and bring the recessed storefront out in order to create a consistent storefront along all three buildings. The Office of Urban Development has reviewed the economic (gap) analysis of the project and determined a financial need for incentives based on the current market.

State law requires a formal public hearing to levy assessments for special assessment benefit districts. By using a maximum assessment ordinance, the City levies the assessments in advance of the improvements being constructed, which protects the City from a protest petition should the building change ownership during the construction period. Once the construction is complete and final costs are known, including financing costs, the assessment ordinance will be amended to reflect the actual costs.

Financial Considerations: The proposed maximum assessment amount is \$254,500, based on the following uses of funds:

Facade improvement costs	\$209,000
10% contingency	20,900
2% City administrative fee	4,598
Less: Grant amount	(10,000)
Financing costs	<u>30,002</u>
Maximum Assessment	\$254,500

The actual amount to be assessed to the property, not to exceed \$254,500, will be based on a final statement of costs following completion of construction and will be financed with 15-year special assessment General Obligation bonds. The balance of the grant component funding allocated by the City Council for the Facade Improvement Program is \$283,000. With the approval of the \$10,000 grant for this project, \$273,000 will be available for future projects.

To mitigate the City's risk that the special assessment cannot be spread to the property because the improvements are not completed, a bank letter of credit in the amount of the improvement costs is required from the property owner. In this case, Weigand has offered to deposit cash in the required amount in an escrow to be held by the City. When the improvements are complete, the City will return the escrowed cash to Weigand. Once special assessment bonds are issued, the City's risk will be secured by a tax lien on the property. If a tax foreclosure sale is required for repayment of the facade assessment, the City will have precedence over all other creditors. The maximum assessment amount is 33% of the current value of the Weigand property being improved, according to Sedgwick County records.

Goal Impact: Economic Vitality and Affordable Living is advanced through the use of special assessment financing to partner with and leverage investment from property owners to create commercial and residential economic value within the City. This program addresses the Dynamic Core Area and Vibrant Neighborhoods goal by facilitating improvements to privately owned buildings.

Legal Considerations: State statutes authorizing the use of special assessment funding for projects such as this require a public hearing as part of the approval process. The petition that was approved and the resolution that was adopted on April 5, 2011 included the petitioners' estimate of the facade improvement costs but did not set forth the maximum amount of special assessments. The attached amending resolution and revised petition also includes City financing costs and fees, and a 10% contingency amount is included in case of cost overruns or change orders. The actual amount to be assessed at the completion of construction may be less, but it may not exceed the amounts included in the petition, resolution and ordinance. To avoid the need to reschedule the public hearing, the petitioners have provided the City with the attached Waiver and Consent, signed by 100% of the property owners, waiving the public hearing requirement. The attached Facade Easement is granted to the City by the property owner to establish the City's legal right to make improvements to the building's facade.

The attached Maximum Assessment Ordinance, Facade Easement, Resolution, Petition and Waiver and Consent have been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council close the public hearing, approve the revised petition, adopt amending resolution, accept the waiver and consent, approve the facade easement and place the maximum assessment ordinance for the 150 North Market facade improvements on first reading.

Attachments:

- Maximum Assessment Ordinance
- Facade Easement
- Amending Resolution
- Revised Petition
- Waiver and Consent

ORDINANCE NO. 48-992 028001

AN ORDINANCE LEVYING AND ASSESSING MAXIMUM SPECIAL ASSESSMENTS ON CERTAIN LOTS, PIECES AND PARCELS OF LAND LIABLE FOR SUCH SPECIAL ASSESSMENTS TO PAY THE COSTS OF INTERNAL IMPROVEMENTS IN THE CITY OF WICHITA, KANSAS, AS AUTHORIZED BY RESOLUTION NO. 11-077 OF THE CITY (142-150 NORTH MARKET FACADE IMPROVEMENT DISTRICT).

WHEREAS, pursuant to Resolution No.11-077 of the City of Wichita, Kansas (the “City”) adopted on April 5, 2011, the Governing Body has authorized the creation of an improvement district and the construction of the following improvements (the “Improvements”):

Facade Improvements at 142-150 North Market abutting public ways, including Market Street.

WHEREAS, on April 19, 2011 the City’s Governing Body amended Resolution No. 11-077 to increase the estimated maximum cost of the Improvements, accepted a revised Petition and accepted a Waiver and Consent signed by 100% of the owners of 142-150 North Market, waiving the public hearing requirement relating to the amendment of the aforementioned resolution; and

WHEREAS, prior to commencement of construction of the Improvements, the City has determined the maximum amount of assessment against each lot, piece or parcel of land deemed to be benefited by the Improvements based on the approved estimate of cost of the Improvements and has held a public hearing on the proposed maximum special assessments to be levied against property in the improvement district for the cost of construction of the Improvements as required by K.S.A. 12-6a09; and

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Pursuant to K.S.A. 12-6a01 *et seq.*, special assessments to pay the costs of the Improvements are hereby levied and assessed against the lots, pieces and parcels of land liable therefore as described on Exhibit A to this Ordinance, which is incorporated herein by reference, and in the amounts set forth on Exhibit A following the description of each lot, piece or parcel of land; provided, however, that if the final cost of the completed Improvements is less than the maximum amount of the assessments set forth on Exhibit A, the Governing Body of the City shall adjust the assessments to reflect the cost of the completed Improvements. If any property owner elects to prepay the maximum assessment as provided in Section 2 and the final cost of the completed Improvements as determined by the Governing Body is less than the estimated cost of the Improvements used to determine the maximum assessments, the City Clerk shall mail a check to the then current owner of the property for the difference.

SECTION 2. The amounts so levied and assessed shall be due and payable from and after the date of publication of this Ordinance; and the City Clerk shall notify the owners of the affected properties of the amounts of their assessments, that unless the assessments are paid by the Prepayment Date (as defined herein), bonds will be issued therefore and such assessments will be levied concurrently with general taxes and be payable in 15 annual installments. The "Prepayment Date" shall be May 30, 2011, unless the Prepayment Date is extended by a motion, resolution or ordinance of the City, following which notice of the extended Prepayment Date shall be mailed to the owners of record of all property in the improvement district.

SECTION 3. The City Clerk shall certify to the County Clerk, in the same manner and at the same time as other taxes are certified, for a period of 15 years, all of the assessments which have not been paid by the Prepayment Date, together with interest on such amount thereof at a rate not exceeding the maximum rate as prescribed by the laws of the state of Kansas; and such amounts shall be placed on the tax rolls and collected as other taxes are collected, the levy for each year being a portion of the principal amount of the assessment plus one year's interest on the amount remaining unpaid.

SECTION 4. This Ordinance shall take effect and be in force from and after its publication once in the official City newspaper. The City Clerk is directed to file this Ordinance with the Register of Deeds of Sedgwick County, Kansas.

PASSED by the Governing Body of the City of Wichita, Kansas, and approved by the Mayor on April 26, 2011.

(Seal)

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

EXHIBIT A

Building Facade Improvement 142-150 North Market

Property Subject to Assessment	Proposed Maximum Assessment
THAT PART LOT 36 BEG SW COR N 13.79 FT E 12.11 FT S 1.02 FT E 127.88 FT TO E LI LOT 36 S TO SE COR W 139.94 FT TO BEG MARKET ST, GREIFFENSTEIN'S ORIGINAL TOWN ADD. TAX KEY #A-00071, PIN #00099152	\$27,205.71
LOT 36 & S ¼ LOT 38 EXC BEG SW COR LOT 36 N 13.79 FT E 12.11 FT S 1.02 FT E 127.88 FT TO E LI LOT 36 S TO SE COR W 139.94 FT TO BEG MARKET ST, GREIFFENSTEIN'S ORIGINAL TOWN ADD. TAX KEY #A-00071-0001, PIN #00527066	\$38,919.29
N ¾ LOT 38 & S ½ LOT 40 MARKET ST, GREIFFENSTEIN'S ORIGINAL TOWN ADD. TAX KEY #A-00072, PIN #00099154	\$66,125.00
N ½ LOT 40 & ALL LOTS 42-44 MARKET ST, GREIFFENSTEIN'S ORIGINAL TOWN ADD. TAX KEY #A-00073, PIN #00099156	\$132,250.00

RESOLUTION NO. 11-088

RESOLUTION AMENDING RESOLUTION NO. 11-077 AUTHORIZING FACADE IMPROVEMENTS TO THE PORTION OF 142 - 150 N. MARKET THAT ABUTS PUBLIC WAYS, INCLUDING MARKET STREET IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

WHEREAS, the governing body of the City of Wichita adopted Resolution No. 11-077 on April 5, 2011, making findings of advisability and authorizing construction of improvements to area wall on public way or land abutting public ways consisting of facade improvements to the portion of 142 - 150 N. Market that abuts public ways, including market street in the City of Wichita, Kansas, in the amount not-to-exceed Two Hundred Nine Thousand Dollars (\$209,000); and

WHEREAS, the City of Wichita has received an amended petition which increases the maximum cost of the facade improvement project to Two Hundred Sixty Four Thousand Five Hundred Dollars (\$264,500);

THEREFORE BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That Section 2 of Resolution 11-077 is hereby amended to read as follows:

“SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Two Hundred Sixty Four Thousand Five Hundred Dollars (\$264,500).”

SECTION 2. That Section 2 of Resolution No. 11-077 as heretofore adopted is hereby repealed.

PASSED by the governing body of the City of Wichita, Kansas, this 19th day of April, 2011.

By: _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, City Attorney

FACADE EASEMENT FACADE IMPROVEMENT PROGRAM

THIS FACADE EASEMENT made this ____ day of _____, 2011, by and between J.P. Weigand & sons, Inc., hereinafter called Grantor and the City of Wichita, Kansas, hereinafter called Grantee:

WITNESSETH THAT,

WHEREAS, the grantee is a municipal corporation pursuant to state law; and

WHEREAS, the grantee is authorized pursuant to K.S.A. 12-6a01 et. seq. to make or cause to be made improvements which confer a special benefit upon a property within a definable area of the city; and,

WHEREAS, the grantee may levy and collect special assessments upon property deemed by the governing body to be benefited by such improvement; and,

WHEREAS, the grantee may acquire an interest in property when necessary for any the purposes of the statute; and,

WHEREAS, the grantee is authorized to accept easements necessary for improvements to be financed through special assessment financing pursuant to K.S.A. 12-6a01; and,

WHEREAS, the grantor is the owner in fee simple of the improved real property consisting of lots and improvements located at 142-150 North Market, Wichita, Kansas; and,

WHEREAS, the Grantor has submitted a Facade Improvement Petition for special assessment financing to improve, restore and enhance the facade of the premises; and,

WHEREAS, the grant of a facade easement by the grantor to the grantee will assist in the improvement of the property;

NOW, THEREFORE, in consideration of the sum of ONE and NO/100 DOLLARS (\$1.00), and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the grantor does hereby grant, bargain, sell and convey to the grantee, its successors and assigns, a fifteen (15) year facade easement in and to the premises described herein.

The easement granted herein (which is more particularly described in Attachment "A" and which is incorporated herein by reference) shall constitute a binding servitude upon the premises and shall be deemed to run with the said premises for a period of fifteen (15) years, with said fifteen year period being contemporaneous with the period of time that the said premises are encumbered with special assessment payments related to improvements made to its facade. As a further condition of said easement, Grantor agrees to the following covenants, restrictions and obligations related to said facade:

1. Without the express written consent of the Grantee, signed by an authorized representative of the Grantee, no construction, alteration, remodeling or other action shall be undertaken or permitted to be undertaken which would affect the exterior facade improvements on the premises (including, without limitation the exterior walls, the roofs or chimneys) or which would adversely affect the structural soundness of improvements on the premises. In the event the Grantee does consent to construction, alteration, remodeling or other action which would affect the exterior facade of improvements on the premises, the Grantor agrees that such construction, alteration, remodeling or other action will conform with applicable local, state and federal standards for construction or restoration or rehabilitation of historic property. Grantor agrees on behalf of itself and any successor condominium owners association at all times to maintain the premises in good and sound state of repair and to bear the cost of all maintenance and repair of the premises.

2. The premises shall not be divided, diminished or subdivided nor shall the premises ever be devised or conveyed except that the premises may be divided into condominium units, the units may

be conveyed to buyers, and the remainder of the premises may be conveyed to a condominium owners association.

3. The premises shall only be used for a use consistent with the zoning ordinances of the City of Wichita.

4. No other structures may be constructed on the premises during the term of this facade easement without the express written permission of the Grantee, signed an authorized representative of the Grantee.

5. No utility transmission lines, except those required by the existing structures or by structures permitted by the Grantee, may be placed on or over the premises.

6. No topographical changes shall be made or allowed on the premises without the express written permission of the Grantee, signed by an authorized representative of the Grantee.

7. Grantor agrees that representatives of the Grantee, its successors or assigns, shall be permitted at all reasonable times to inspect the premises. Inspections will normally take place on the exterior of the structures on the premises; however, Grantor agrees that representatives of the Grantee, its successors and assigns, shall be permitted to enter and inspect the structures on the premises to insure maintenance of structural soundness. Inspection of the interior of the structures will not take place more often than annually, in the absence of deterioration, and shall require prior notice to condominium owners. Inspection of the interior of the structures will be made at a time mutually agreed upon by the Grantor and Grantee, its successors or assigns, and Grantor will not unreasonably withhold their consent in determining a date and time for such inspections.

8. In the event of a violation of any covenant or restriction herein, the Grantee, its successors and assigns, following no less than thirty (30) days notice to Grantor of the violation, may institute suit to enjoin such violation and to require restoration of the premises in compliance with the covenants or restrictions herein. The Grantee, its successors or assigns, shall also have available all legal and equitable remedies to enforce Grantor's obligations hereunder (following expiration of the thirty (30) day notice and cure period set forth above), and in the event Grantor is found to have violated any of their obligations following expiration of such notice and cure period, Grantor shall reimburse Grantee, its successors and assigns, for any costs or expenses incurred in connection therewith, including court costs and reasonable attorneys' fees. In addition, Grantor acknowledges that the Grantee has advanced or will advance \$10,000 in public funds to defray costs of a portion of Grantor's façade improvements, and Grantor further acknowledges that, in the event of Grantor's violation of any covenant or restriction herein contained for the preservation, maintenance or repair of the façade improvements during the term of this easement, the Grantee will not have received the social and economic development benefits expected in connection with its advance of public funds, and the resulting loss to the Grantee will be difficult to measure. In such event, the Grantor covenants to repay to the Grantee, on demand, as contractual or liquidated damages, the amount of \$10,000.

9. Grantor agrees that these covenants and restrictions will be inserted by it in any subsequent deed or other legal instrument by which it divests itself of either the fee simple title or its possessory interest in the premises, or any part thereof during the term of this facade easement. Grantor agrees to give Grantee written notice of any sale or mortgage of the premises or any part thereof within a reasonable time after such sale or mortgage other than sales of condominium units in the normal course of business.

10. Grantor agrees to maintain the facades of the premises in its original condition and configuration or in a condition or configuration which is agreed to by the Grantee.

11. Nothing herein contained shall impose any obligation or liability on the Grantee for the restoration, renovation, preservation or maintenance of the facades of the premises or any part of the premises. The Grantor shall indemnify and hold harmless the Grantee from any liability for any and all claims, demands, damages, judgments, costs or expenses in connection with the restoration, renovation, preservation and maintenance of the facades of the premises or any part thereof or in connection with the failure to restore, renovate, preserve or maintain the facades of the premise or any part of the premises.

12. The Grantor or a successor condominium owners association shall maintain insurance on the premises in such amount and on such terms as will allow the Grantee to restore, repair or rebuild the facade of the premises in the event the facade is damaged or destroyed. In the event of damage to or destruction of the facades of the premises, the Grantor alone may determine that the facade of the premises cannot be reasonably restored, repaired or reconstructed. In such event, the Grantee shall be entitled to receive from the Grantor the greater of the following: the fair market value of the easement granted herein at the time the easement was granted or the fair market value of the easement granted herein immediately before the facade of the premises was damaged or destroyed. However, any payment to the Grantee under the terms of this paragraph shall not terminate the easement granted herein, and the terms of the easement which are still applicable to the premises shall remain in full force and effect. The provisions of this paragraph shall apply whether or not the Grantor maintains the insurance coverage required by this paragraph. In the event the Grantee receives any payment under the terms of this paragraph, the Grantee shall use such payment in a manner consistent with the purpose of this easement.

13. Grantor acknowledges that the easement granted herein gives rise to a property right, vested immediately, with fair market value that is a minimum ascertainable portion of the fair market value of the premises. Thus, if a subsequent unexpected change in the conditions surrounding the premises makes it impossible or impracticable to preserve the premises for the purposes for which the easement was granted and restrictions imposed by the easement granted herein are terminated by judicial proceedings, the Grantee, on a subsequent sale, exchange or involuntary conversion of the premises, will be entitled to a portion of the proceeds determined in accordance with the ratio that the fair market value of the easement granted herein determined on the date of this Facade Easement is executed, unless state law determines that the Grantor is entitled to full proceeds from the conversion without regard to the terms of the prior restrictions imposed by the Facade Easement. In the event the Grantee receives such proceeds from the subsequent sale, exchange or involuntary conversion of the premises, the Grantee shall use such proceeds in a manner consistent with the terms conservation/enhancement purposes of the easement.


As used herein, "Grantor" shall include any successor condominium owners association.

The covenants and restrictions imposed by the aforesaid, shall not only be binding upon the Grantor, but also upon their heirs, assigns, and all other successors in interest, and shall continue as a servitude running for the fifteen year term of the Facade Easement with the land and shall survive the Grantor and any termination of the Grantee's existence. All rights reserved herein to the Grantee shall run for the benefit of and be exercised by its successors, assigns, or by its designee duly authorized.

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

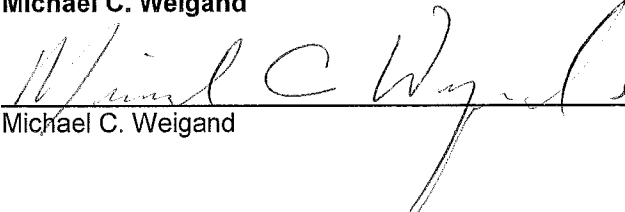
GRANTOR:

Rupert Investments, LP, a/k/a Rupert Investment, LP


Nestor R. Weigand, Jr. Partner, Rupert Investment, LP 3-30-11
(Date)

GRANTOR:

Michael C. Weigand


Michael C. Weigand 3-30-11
(Date)

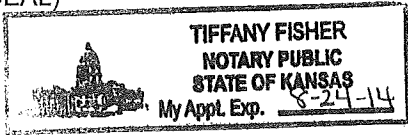
State of Kansas)
County of Sedgwick)

Signed or attested before me on this 30TH day of MARCH, 2011.

Tiffany Fisher
Notary Public

My appointment expires 8-24-14

(SEAL)



GRANTEE:

By Direction of the City Council

Carl Brewer,
Mayor

(Date)

ATTEST:

Karen Sublett,
City Clerk

(Date)

State of _____)
County of _____)

(Date)

Signed or attested before me on
_____ by

Notary Public

(Seal)

My appointment expires:

APPROVED AS TO FORM:

Gary E. Rebenstorf,
City Attorney and Director of Law of
the City of Wichita

(Date)

FACADE IMPROVEMENT PETITION

RECEIVED

APR 14 '11

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

Lots 36, 38, 40, 42, and 44 on Market Street in Greiffenstein's Original Town, City of Wichita, Sedgwick County, Kansas

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq. as amended, as follows:

- (a) That it is in the public interest to construct improvements to area walls on public way or land abutting public ways consisting of facade improvements to the portion of **142 – 150 N. Market St.** that abuts public ways, including **North Market Street.**
- (b) That the estimated and probable cost of the foregoing improvement being **Two Hundred Sixty Four Thousand Five Hundred (\$264,500),** exclusive of the cost of interest on borrowed money, with **Two Hundred Sixty Four Thousand Five Hundred (\$264,500),** payable by the improvement district **None** payable by the City at Large.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any stage during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04.

3. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

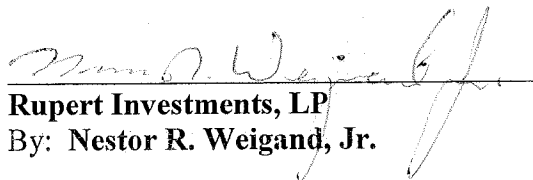
4. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

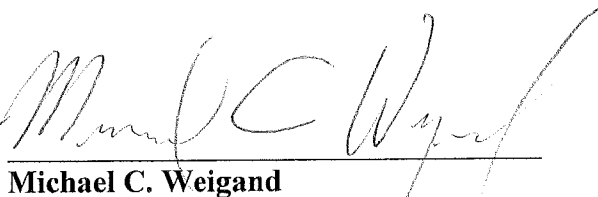
WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

IMPROVEMENT DISTRICT

Lots 36, 38, 40, 42, and 44 on Market Street in Greiffenstein's Original Town, City of Wichita, Sedgwick Wichita, Kansas


Rupert Investments, LP
By: Nestor R. Weigand, Jr.


Michael C. Weigand

WAIVER AND CONSENT RELATING TO SPECIAL ASSESSMENTS BY THE CITY OF WICHITA, KANSAS, IN CONNECTION WITH CERTAIN IMPROVEMENTS AUTHORIZED BY RESOLUTION NO. 11-077 OF THE CITY OF WICHITA, KANSAS.

TO THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

The undersigned (hereinafter called the “Owner”), does hereby state that the undersigned is the owner of record of real estate located in Sedgwick County, Kansas, set forth in *Exhibit A* attached hereto (hereinafter called the “Property”), which Property is liable for special assessments for the costs of constructing the following described improvements.

Facade Improvements at 142 - 150 N. Market abutting public ways, including Market Street; and (hereinafter called the “Improvements”) in the City of Wichita, Kansas (the “City”), as heretofore authorized by Resolution No. 11-077 of the City (the “Resolution”).

The Owner hereby further states that the Owner (a) waives any formal notice of the holding of a public hearing by the City for the purpose of considering the Special Assessments; (b) consents to the levy of Special Assessments in 15 annual installments against the Property by appropriate proceedings of the City in the amount shown on Exhibit A plus interest in an amount sufficient to retire the City’s general obligation bonds issued to provide permanent financing for the cost of the Improvements, all without formal or further notice to the Owner; (c) waives any formal additional notice of the final Special Assessments; and (d) waives all right to prepay the Special Assessments without interest immediately following the publication of the ordinance of the City levying the Special Assessments; (e) waives the 30-day statute of limitation provided in K.S.A. 12-6a11.

[SIGNATURES FOLLOW ON PAGES BELOW]

IN WITNESS WHEREOF, the parties hereto have executed these presents as of the day and year first above written.

Grantor:

Rupert Investments, LP, a/k/a Rupert Investment , LP

By: _____

Name: _____

Title: _____

Date: _____

Grantor:

Michael C. Weigand

By: _____

Name: _____

Title: _____

Date: _____

State of _____)

County of _____)

Signed or attested before me on this _____ day of _____, 2011.

_____.

_____ My appointment expires _____
Notary Public

EXHIBIT A

Property Liable for Special Assessments

Amount of Special Assessments

Lots 36, 38, 40, 42, and 44 on
Market Street in Greiffenstein's
Original Town, City of Wichita,
Sedgwick County, Kansas

\$254,500.00

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Repeal of CID Ordinance – Planeview Grocery Store (District III)

INITIATED BY: Office of Urban Development

AGENDA: New Business

Recommendation: Approve first reading of the repealing ordinance and authorize a partial refund of the CID application fee.

Background: On September 14, 2010, the City Council held a public hearing and approved an ordinance establishing a community improvement district (CID) in the area southeast of George Washington Boulevard and Pawnee Avenue for the purpose of providing pay-as-you-go sales tax financing to pay a portion of the costs of building a grocery store to serve the Planeview area. At the same time, the City Council adopted an ordinance establishing a redevelopment district with the same boundaries to provide tax increment financing (TIF) to also pay a portion of the project costs. On October 8, 2010, the City received a copy of Sedgwick County Resolution 180-10, stating that the Planeview Redevelopment District will have an adverse affect on Sedgwick County. As required by state law, on November 2, 2010 the City Council adopted an ordinance repealing the establishment of the Planeview TIF district. The former grocery store developer is now seeking termination of the Planeview CID and a partial refund of the CID application fee.

Analysis: The financial feasibility of developing the Planeview grocery store project depended on the use of both TIF and CID. When TIF was no longer available, the developer, Rob Snyder, was no longer able to continue with the development of the grocery store. Because the termination of the project was beyond his control, the developer has requested partial repayment of the \$5,000 application fee he paid to the City, net of City costs incurred to date. Staff has compiled the actual out-of-pocket costs in the amount of \$937.20, and has estimated the value of staff time spent on the project to be \$1,134.00. Net of these amounts, the partial refund of the application fee would be \$2,928.20.

Financial Considerations: Repeal of the Ordinance establishing a community improvement district will eliminate any CID sales tax financing for the Planeview Grocery Store project. The partial refund of the CID application fee will be paid from the Economic Development Fund.

Goal Impact: Economic Vitality and Affordable Living and Quality of Life. Redevelopment of blighted and declining areas are needed to avoid economic stagnation. Business prospects and workers seeking to relocate are attracted to a city that takes care of its older sections.

Legal Considerations: The Law Department has reviewed the ordinance and approved it as to form.

Recommendation/Action: It is recommended that the City Council approve first reading of the ordinance repealing the Planeview Grocery Community Improvement District and authorize the partial refund of the CID application fee.

Attachment(s): Ordinance

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, REPEALING ORDINANCE NO. 48-821 OF SAID CITY.

WHEREAS, Ordinance No. 48-821 of the City of Wichita, adopted September 21, 2010, provided for the establishment of the Planeview Grocery Store Community Improvement District; and,

WHEREAS, The Board of Commissioners of Sedgwick County ("County") passed Resolution 180-10 stating that the County has determined that the Planeview Redevelopment District would have an adverse effect on the County; and,

WHEREAS, the Governing Body of the City of Wichita wishes to repeal Ordinance No. 48-821;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. Repeal of Ordinance No. 48-821. Ordinance No. 48-821 of the City of Wichita is hereby repealed.

SECTION 2. Effective Date. This Ordinance shall take effect and be in full force from and after its adoption by the Governing Body of the City of Wichita, Kansas, and publication once in the official newspaper of the City.

PASSED by the Governing Body of the City of Wichita, Kansas this 26th day of April, 2011.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf
City Attorney

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; Mesa Verde Phase II (District VI)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the Program.

The City has received a request from Mennonite Housing Rehabilitation Services, Inc. (Mennonite Housing) and Community Economic Resource, Inc. (CER) for a City Council resolution of support for an application for 9% Housing Tax Credits. The tax credits will support construction of 16 additional single-family rental units within the Mesa Verde subdivision, which is located near Meridian and 34th Street North. The two nonprofits are doing business as Mesa Verde Group One, LLC for this project.

Under the City's adopted Housing Tax Credit (HTC) Policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

On June 17, 2008 Mennonite Housing and Community Economic Resource, Inc. (CER), received a resolution of support from the City Council for an application for Housing Tax Credits for the construction of 24 single-family rental units in the Mesa Verde development. The proposal included construction of 24 HTC-assisted rental units, and construction of 17 homes to be sold to owner-occupant homebuyers. It also included construction of a clubhouse building/community room. The clubhouse was to serve as an emergency storm shelter as well.

Analysis: The 24 rental units have been constructed however only one of the original 17 single-family homes to be sold to owner-occupants, has been completed. This unit has not been sold at this time, nor has the clubhouse building been constructed. The group has indicated that economic conditions have

made it difficult to obtain construction loans for speculative homes, and have also made it increasingly difficult for homebuyers to qualify for home loans required to purchase homes in the subdivision.

Therefore, Mennonite Housing and CER are seeking to modify the original development plan in order to construct 16 rental units on the remaining vacant lots. The group is also seeking to modify the original development proposal by eliminating construction of the clubhouse/community room. Instead they propose to provide another suitable amenity, such as a small park for residents of the development community. All homes in the development will be tri-level in design, offering between 1000 and 1200 square feet of space with partial basements and two-car garages. Monthly rent amounts for HTC-assisted units are projected to be \$603 and \$778, net of utility allowances, depending on the amount of household income. The tri-level construction model will eliminate the need for the community building storm shelter.

The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. Mennonite Housing and CER intend to comply with the requirement. Four of the 16 housing units will be made available to market-rate tenants.

The City's Planning Department and the Office of Central Inspection have advised that the development site has been platted, and thus, requirements imposed as a result of internal staff reviews have been satisfied.

DAB I voted (6-0) to recommend adoption of the resolution of support. The DCC also voted to recommend adoption of the resolution of support.

Housing and Community Services (HCS) believes that the proposed project will provide safe, clean affordable rental housing, and recommends adoption of a resolution of support by the City Council.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

The Housing and Community Services Department has conducted a limited review of tax records for the developer and there are no outstanding obligations at this time. A review of housing cases was also conducted. There were no findings relative to open cases.

Financial Considerations: The total project cost is estimated to be \$3,513,421. Financing includes proceeds from the sale of the HTCs, a private bank loan, deferred developer fees, a grant from the Federal Home Loan Bank's Affordable Housing Program, and State HOME funding. The City has provided financing for the required infrastructure for the development, through the special assessments program.

Goal Impact: The proposed project contributes to the Economic Vitality and Affordable Living goals by creating affordable housing.

Legal Considerations: The Law Department has reviewed the resolution document and approved it as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements.

Attachments: Resolution document.

RESOLUTION NO. 11-079

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Mennonite Housing Rehabilitation Services, Inc. and Community Economic Resource Corporation, that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 13, Block A, and Lots 4, 5, and 6, Block C, and Lots 4, 5, 6, and 7, Block D, and Reserve "A", Mesa Verde Addition, Sedgwick County, Kansas.

WHEREAS, this resolution will apply to 12 three-bedroom single-family housing units constructed with two-car garages;

WHEREAS, other amenities will include a clubhouse/community room, and/or open green space featuring paved walking paths, a gazebo, covered benches/seating, playground equipment and picnic tables.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until April 19, 2013. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, this 19th day of April, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Public Hearing, Request for Resolution of Support for Application for Housing Tax Credits; North University Village (District I)

INITIATED BY: Housing and Community Services Department

AGENDA: New Business

Recommendation: Close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Background: The Housing Tax Credit Program is administered by the Kansas Housing Resources Corporation. Enacted in the Tax Reform Act of 1986, the Housing Tax Credit Program is designed to secure private equity capital for the development of affordable rental housing. The Program can provide as much as 55%-60% of the total development cost, which reduces the amount of debt financing in affordable rental housing developments. This allows lower rents and greater affordability. The State receives a tax credit allocation from the Federal government, and requires developers/owners to obtain a resolution of support from the local government, when submitting applications for financing through the program.

The City has received a request from Garrison Community Development, LLC, for a City Council resolution of support for an application for 9% Housing Tax Credits in connection with construction of a 44-unit senior housing apartment complex to be located at the northwest corner of North Oliver and 27th Street North.

Under the City's adopted Housing Tax Credit (HTC) Policy, developers/owners must present proposed Housing Tax Credit projects to the applicable District Advisory Board (DAB). The policy also requires a review by the City's Development Coordinating Committee (DCC). The Planning Department and the Office of Central Inspection (OCI) also review the project for zoning and design appropriateness and provide comment regarding consistency with neighborhood plans, if applicable. Once the project is reviewed by the DAB, DCC, Planning and OCI, it is forwarded to the City Council for a public hearing, with a staff recommendation regarding the resolution of support for the Housing Tax Credit application.

Analysis: The proposed project will offer 44 two-bedroom apartment units within seven buildings. Proposed amenities include green space and a picnic area, as well as a community room and on-site leasing office. The community room and on-site leasing office will be constructed as part of an addition to one of the eight-plex buildings.

Preliminary tax credit rent amounts are estimated to be \$441 per month and \$600 per month, net of utility allowances, depending on household income. The City's HTC Policy requires a set-aside of 20% of the units for market-rate tenants. The HTC Policy provides for a waiver of the 20% market-rate unit requirement when special needs populations are exclusively served. The developer is requesting a waiver of this requirement because the project will serve a special needs population, senior citizens.

Planning Department staff has reviewed the proposed project and supports adoption of a resolution of support. Planning staff believes the proposed project is consistent with the Wichita-Sedgwick County Comprehensive Plan Functional Land Use Map, which designates the subject properties for Urban Residential Land Uses. Planning staff noted that the southern part of the site is zoned Single-Family Residential (SF-5) and the northern part of the site is zoned Multi-Family Residential (MF-29). The site will need to be re-zoned to the multi-family residential zoning district that matches the project's housing density, in addition to a plat or re-plat. In light of this requirement, the project developer submitted a request to re-zone the site to Multi-Family Residential (MF-18). This request was approved by the Metropolitan Area Planning Commission (MAPC) on March 24, 2011. Planning staff also noted that drainage issues which have been raised by area residents will be addressed as part of the platting process.

The Office of Central Inspection has reviewed the proposed project. OCI noted that the western part of the site is located in a Federal Emergency Management Agency (FEMA) 100-year flood plain and any site construction must meet the requirements of FEMA regulations and the City's Flood Damage Prevention Ordinance. Parking capacity reflected in the preliminary site plan is sufficient. Solid screening and/or solid landscaping and buffering will be required along the east, south and west property lines per the requirements of the Unified Zoning Code and the Landscape Ordinance, as approved by Planning and OCI staff. Landscaping and parking lot screening/landscaping, per the Landscape Ordinance will also be required.

OCI staff further noted that the apartment buildings will be required to meet the accessibility construction design standards of the Fair Housing Act, and that the community room, other common areas, including the parking lot, will be required to meet the construction design requirements of Americans With Disabilities Act Accessibility Guidelines (ADAAG).

DAB I voted (7-0) to recommend adoption of the resolution of support, with waiver of the 20% market rate unit requirement. The DCC also voted to recommend adoption of the resolution of support.

Housing and Community Services (HCS) staff believes that the proposed project will provide safe, clean, affordable rental housing, and recommends approval of adoption of a resolution of support by the City Council with the waiver of 20% market rate units.

The resolution of support will not constitute final plan or design approval. If the project is awarded Housing Tax Credits, the project developer must comply with all requirements associated with appropriate plan reviews required for issuance of a City building permit. These reviews will include compliance with the City of Wichita's Housing Tax Credit Policy design guidelines. Further, the developer must comply with any additional reviews that may be requested by the City Council member in whose district the proposed project is planned.

The Housing and Community Services Department has conducted a limited review of tax records for the developer and there are no outstanding obligations at this time. A review of housing cases was also conducted. There were no findings relative to open cases. An additional vetting step was conducted in response to a specific question however it was learned that all prior issues had been resolved.

Financial Considerations: The total project cost is estimated to be \$5,870,655. Financing includes proceeds from the sale of the HTCs, a private bank loan, and deferred developer fees. The City will not be involved in the financing of the project.

Goal Impact: The proposed project contributes to the Economic Vitality and Affordable Living goals by creating affordable housing.

Legal Considerations: The Law Department has reviewed the resolution document and approved it as to form.

Recommendations/Actions: It is recommended that the City Council close the public hearing, adopt the resolution of support for the application for Housing Tax Credits, subject to all local building and zoning codes, ordinances and any additional design review requirements, with waiver of the 20% market-rate unit requirement.

Attachments: Resolution document.

RESOLUTION NO. 11-080

A RESOLUTION ESTABLISHING SUPPORT OF THE DEVELOPMENT OF AFFORDABLE HOUSING IN THE CITY OF WICHITA, KANSAS.

WHEREAS, the City of Wichita, Kansas has been informed by Garrison Community Development LLC, that a housing tax credit application will be filed with the Kansas Housing Resources Corporation for the development of affordable rental housing to be located on a site legally described as follows:

Lots 5, 6, 7, 8, 9 and 10, Block 8, Greenbriar Manor Addition, and a tract of land beginning at the Southeast corner of Lot 11, Block 8, of said Greenbriar Manor Addition; thence North 90 degrees 00', 00" W, along the South Lot lines of Lots 11, 12, 13, 14 and 15, Block 8, of said Addition, 385.00 feet to the Southwest corner of Lot 15, Block 8; thence South 64 degrees, 58' 59" W, along the South line of Lot 16 and a portion of Lot 17, Block 8, 137.76 feet; thence South 78 degrees 52', 51" W along the South line of Lots of 17 and 18, Block 8, 143.42 feet to a point where the South line of Lot 18, Block 8, meets the East line of Lot 52, Block 8, of said Addition; thence North 00 degrees, 00', 00" E, 335.92 feet; thence South 90 degrees, 00', 00" E, 650.56 feet to a point on the East line of said Greenbriar Manor Addition; thence South 00 degrees 00', 00" E along the said East line, 250.00 feet to the point of beginning, Section 2, Township 27, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

WHEREAS, this housing development will contain up to 44 two-bedroom apartment units, a community room, on-site leasing office, and a picnic area. Said residential development to be reserved for senior citizen tenants, age 55 and over.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS:

That the Governing Body of the City of Wichita, Kansas supports and approves the development of the aforesaid housing in our community, subject to city ordinances and the building permit process. This Resolution is effective until April 19, 2013. In the event that any of the characteristics mentioned above should change prior to the issuance of a building permit, this resolution is null and void.

This resolution does not constitute design or plan approval by the City of Wichita. The project design must comply with the City of Wichita's Housing Tax Credit Policy design guidelines, which will be determined by the Metropolitan Area Planning Department and the Office of Central Inspection, after the project is approved for tax credits. During that review, complete building plans may be submitted to the Council Member, at the Council Member's request, prior to issuance of a building permit. All projects must comply with all applicable building codes, zoning codes, ordinances, and requirements.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA this 19th day of April, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, City Attorney

**City of Wichita
City Council Meeting
April 19, 2011**

TO: Mayor and City Council Members

SUBJECT: Wichita Employees' Retirement and Police and Fire Retirement Systems
Actuarial Valuation Reports (January 1, 2010 – December 31, 2010)

INITIATED BY: Department of Finance

AGENDA: New Business

Recommendations: Receive and file the Actuarial Reports and approve the 2012 employer contribution rates.

Background: The Board of Trustees for both the Wichita Employees' Retirement (WER) System and the Police and Fire (P&F) Retirement System employ Milliman, Inc. to serve as technical advisor/consultant, supplying the Boards with required actuarial services and information pertaining to the Retirement Systems. The actuary recommends the mortality, interest rates, and other required actuarial tables; prepares an annual valuation of assets and liabilities; makes an annual determination of the amount of contributions necessary to meet requirements for annuities and benefits, certifying the results to the Boards; and reviews the operating experience of the Retirement Systems as an evaluation of the adequacy of the recommended actuarial standards.

Analysis: The funding objective of the WER and P&F Retirement Systems is to establish and receive contributions, expressed as percents of active member pensionable payroll, which will remain approximately level from year to year, minimizing increases for future generations of citizens. This funding objective should be attainable, as long as the benefits and the demographic make-up of members does not change materially, and actuarial assumptions are realized. The Retirement Systems are supported by: (1) member contributions; (2) City contributions; and (3) investment income from the Retirement Systems' assets. Key results of the actuarial valuations are summarized below.

1. The actuary's valuations state that for the fiscal year beginning January 1, 2012, the City's required contribution to the WER System is 10.6% and the required contribution to the P&F System is 22.0%. Contribution rates are stated as a percent of active member pensionable payroll. These rates are based on the benefit provisions and active member contribution rates in effect on December 31, 2010. Of the total dollar amount contributed to WER, 4.7% of the City contributions for Plan 3 (a defined contribution plan) are allocated to Plan 3 individual members' accounts.
2. The funded ratios (liabilities covered by assets) and employer (City) contribution rates for the WER and P&F Retirement Systems over the past five (5) years are shown below:

Wichita Employees' Retirement System

Period Ending 12/31	Budget Year	Funded Ratio	<u>Employer Contributions</u>	
			<u>Pension Trust</u>	<u>Pension Reserve</u>
2006	2008	110.2%	4.7%	0.3%
2007	2009	110.5%	4.7%	0.8%
2008	2010	100.1%	8.4%	0.0%
2009	2011	96.3%	10.2%	0.0%
2010	2012	95.5%	10.6%	0.0%

Police and Fire Retirement System

Period <u>Ending 12/31</u>	Budget <u>Year</u>	Funded <u>Ratio</u>	<u>Employer Contributions</u>	
			<u>Pension Trust</u>	<u>Pension Reserve</u>
2006	2008	101.2%	17.5%	0.9%
2007	2009	102.7%	17.5%	0.0%
2008	2010	95.1%	20.8%	0.0%
2009	2011	92.4%	22.0%	0.0%
2010	2012	92.7%	22.0%	0.0%

3. In summary, the actuary's reports reflect that the aggregate experience of the Retirement Systems during the twelve (12) months ended December 31, 2010 resulted in a net loss for WER, due mainly to the negative investment experience which was deferred and carried over from 2008, and a small net gain for P&F which was comprised of negative investment experience carried over from 2008 and positive experience on system liabilities. Despite the actual market value return of 13% for 2010, these positive returns were offset by the portion of the 2008 deferred loss which was carried forward and recognized in the current year and resulted in an actuarial rate of return of approximately 5% for WER and 6% for P&F in 2010. This, in turn, resulted in an increase of .4% in the City's required contribution rate for 2012 for WER while the P&F contribution rate remained unchanged.

Financial Considerations: In conjunction with the actuary's recommendation and in keeping with the City's current policy of maintaining level contribution rates, the City's contribution rates, expressed as a percent of active member pensionable payroll, are increased from 10.2% to 10.6% for WER, and remain constant at 22.0% for P&F for the fiscal year 2012.

Goal Impact: The Internal Perspective is impacted through the fair presentation of the financial condition of the City's pension systems to the City Council, the citizens of Wichita, plan participants and other interested parties.

Legal Considerations: Under the Ordinances creating the two pension systems, the City is required to make the actuarially required contributions to the Retirement Systems.

Recommendation/Actions: It is recommended that the City Council receive and file the Wichita Employees' Retirement and Police and Fire Retirement Systems' Actuarial Valuation Reports (January 1, 2010 – December 31, 2010) as submitted, and approve the 2012 employer retirement fund contribution rates.

Attachments: Wichita Employees' Retirement System Actuarial Valuation Report as of December 31, 2010 and Police and Fire Retirement System of Wichita, Kansas, Actuarial Valuation Report as of December 31, 2010.

Wichita Employees' Retirement System

Actuarial Valuation as of December 31, 2010

Prepared by:
Milliman, Inc.

William V. Hogan, FSA, MAAA
Principal & Consulting Actuary

Timothy J. Herman, FSA, MAAA
Consulting Actuary

April 4, 2011

15800 Bluemound Road, Suite 100
Brookfield, WI 53005-6043
TEL +1 262 784 2250
FAX +1 262 923 3687
milliman.com

Wichita Employees' Retirement System
Actuarial Valuation Report as of December 31, 2010

Table of Contents

<u>Section</u>	<u>Page</u>
Actuarial Certification Letter	
Section 1 – Board Summary	1
Section 2 – Scope of the Report	8
Section 3 – Assets	9
Table 1 – Analysis of Net Assets at Market Value	10
Table 2 – Summary of Changes in Net Assets	11
Table 3 – Development of Actuarial Value of Assets	12
Section 4 – System Liabilities	13
Table 4 – Present Value of Future Benefits (PVFB)	14
Table 5 – Actuarial Liability	15
Table 6 – Present Value of Accrued Benefits	16
Section 5 – Employer Contributions	17
Table 7 – Derivation of Unfunded Actuarial Liability Contribution Rate	18
Table 8 – Derivation of Normal Cost Rate	19
Table 9 – Employer Contribution Rates	20
Table 10 – Historical Summary of City Contribution Rates	21
Table 11 – Derivation of System Experience Gain/(Loss)	22
Section 6 – Accounting Information	23
Table 12 – Required Supplementary Information Schedule of Funding Progress	24
Table 13 – Required Supplementary Information Schedule of Employer Contributions	25
Table 14 – Solvency Test	26
<u>Appendices</u>	
A. Summary of Membership Data	27
B. Summary of Benefit Provisions	47
C. Actuarial Cost Method and Assumptions	52
D. Glossary of Terms	58



15800 Bluemound Road
Suite 100
Brookfield, WI 53005-6043
USA

Tel +1 262 784 2250
Fax +1 262 923 3687

milliman.com

April 4, 2011

The Board of Trustees
Wichita Employees' Retirement System
City Hall, 12th Floor
455 N. Main Street
Wichita, KS 67202

Dear Members of the Board:

At your request, we have performed an annual actuarial valuation of the Wichita Employees' Retirement System as of December 31, 2010 for determining the contribution rate for fiscal year 2012. The major findings of the valuation are contained in this report. This report reflects the benefit provisions in effect as of December 31, 2010. There were no changes in the actuarial methods or assumptions from the prior valuation.

In preparing this report, we relied, without audit, on information (some oral and some written) supplied by the System's staff. This information includes, but is not limited to, plan provisions, member data and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.

On the basis of the foregoing we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the principles prescribed by the Actuarial Standards Board (ASB) and the Code of Professional Conduct and Qualification Standards for Public Statements of Actuarial Opinion of the American Academy of Actuaries.

We further certify that all costs, liabilities, rates of interest and other factors for the System have been determined on the basis of actuarial assumptions and methods which are individually reasonable (taking into account the experience of the System and reasonable expectations of future experience); and which, in combination, offer our best estimate of anticipated experience affecting the System. Nevertheless, the emerging costs will vary from those presented in this report to the extent actual experience differs from that projected by the actuarial assumptions. The Board of Trustees has the final decision regarding the appropriateness of the assumptions and adopted them as outlined in Appendix C.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the System's funded status); and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of future measurements.

Actuarial computations presented in this report are for purposes of determining the actuarial contribution rates for funding the System. Actuarial computations presented in this report under GASB Statements No. 25, 27, and 50 are for purposes of fulfilling financial accounting requirements. The computations prepared for these two purposes may differ as disclosed in our report. The calculations in the enclosed report have been made on a basis consistent with our understanding of the System's funding requirements and goals, and of GASB Statements No. 25, 27, and 50. Determinations for purposes other than these requirements may be significantly different from the results contained in this report. Accordingly, additional determinations may be needed for other purposes.

Milliman's work product was prepared exclusively for the Wichita Employees' Retirement System of Wichita, Kansas for a specific and limited purpose. It is a complex, technical analysis that assumes a high level of knowledge concerning the Wichita Employees' Retirement System of Wichita, Kansas operations, and uses data from the Wichita Employees' Retirement System of Wichita, Kansas, which Milliman has not audited. It is not for the use or benefit of any third party for any purpose. Any third party recipient of Milliman's work product who desires professional guidance should not rely upon Milliman's work product, but should engage qualified professionals for advice appropriate to its own specific needs.

Any distribution of the enclosed report must be in its entirety including this cover letter, unless prior written consent is obtained from Milliman, Inc. This report has been prepared in accordance with the terms and provisions of the Consulting Services Agreement effective August 15, 2007.

We would like to express our appreciation to Barbara Davis, Pension Manager, and to members of her staff, who gave substantial assistance in supplying the data on which this report is based.

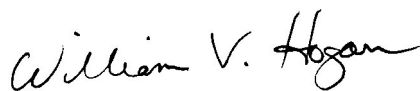
I, William V. Hogan, FSA, am an actuary for Milliman, Inc. I am a member of the American Academy of Actuaries and a Fellow of the Society of Actuaries, and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

I, Timothy J. Herman, FSA, am an actuary for Milliman, Inc. I am a member of the American Academy of Actuaries and a Fellow of the Society of Actuaries, and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.


We herewith submit the following report and look forward to discussing it with you.

Respectfully Submitted,

MILLIMAN, INC.



William V. Hogan, FSA, MAAA
Principal & Consulting Actuary



Timothy J. Herman, FSA, MAAA
Consulting Actuary

WVH/TJH/bh

Section 1

Board Summary

OVERVIEW

This report presents the results of the December 31, 2010 actuarial valuation of the Wichita Employees' Retirement System (WER). The primary purposes of performing a valuation are to:

- estimate the liabilities for the benefits provided by the System,
- determine the employer contribution rates required to fund the System on an actuarial basis,
- disclose certain asset and liability measures as of the valuation date,
- monitor any deviation between actual plan experience and experience projected by the actuarial assumptions, so that recommendations for assumption changes can be made when appropriate,
- analyze and report on any significant trends in contributions, assets and liabilities over the past several years.

All new employees hired by the City participate in Plan 3 (a defined contribution plan) for the first seven years. After seven years, the member makes an election to either remain in the defined contribution plan or move to Plan 2. The members that elect to remain in the defined contribution plan are referred to as Plan 3b members in this report. This report is intended to value assets and liabilities only for employees who are members of the defined benefit plans (Plan 1 and 2) or Plan 3 members who will have the right to elect such coverage in the future. Therefore, the member data, liability and asset values shown in this report exclude Plan 3b members (those who have elected to remain in the defined contribution plan).

There were no changes in the benefit provisions, actuarial assumptions, or actuarial methods from the last valuation.

In the 2009 valuation, actuarial assets were lower than actuarial liability, so there was an unfunded actuarial liability of \$19.8 million. The 2010 valuation shows a small increase to the unfunded actuarial liability of \$4.3 million for a total of \$24.1 million (actuarial liability exceeds actuarial assets). A detailed analysis of the change in the unfunded actuarial liability/(surplus) from December 31, 2009 to December 31, 2010 is shown on page 3. The actuarial valuation results provide a "snapshot" view of the Plan's financial condition on December 31, 2010. The valuation results reflect net unfavorable experience for the past plan year as demonstrated by an unfunded actuarial liability that was higher than expected based on the actuarial assumptions used in the December 31, 2009 actuarial valuation. Unfavorable experience on the actuarial value of assets resulted in a loss of \$11.9 million and favorable experience on liabilities resulted in a gain of \$9.1 million. Net experience was an actuarial loss of \$2.8 million.

The Plan uses an asset smoothing method in the valuation process. As a result, the plan's funded status and the actuarial contribution rate are based on the actuarial (smoothed) value of assets – not the market value. Investment gain in 2009 reduced the deferred (unrecognized) loss from \$127 million to \$65 million in the December 31, 2009 valuation. Due to the magnitude of the deferred loss, there was a loss on the actuarial value of assets this year despite a return on market value of 13%. The loss recognized in the December 31, 2010 valuation was less than it would have been if the rate of return in 2010 had been lower. However, as of December 31, 2010, the actuarial value of assets exceeds the market value by about \$36 million or 7%, so there are still deferred investment losses. Actual returns over the next few years will determine if and how, the \$36 million of deferred investment loss is recognized. For example, a return of 15% on the market value of assets in 2011 would be necessary to attain a return of 7.75% on the actuarial value of assets.

In the following pages the change in the assets, liabilities, and contributions of the Plan over the last year are discussed in more detail.

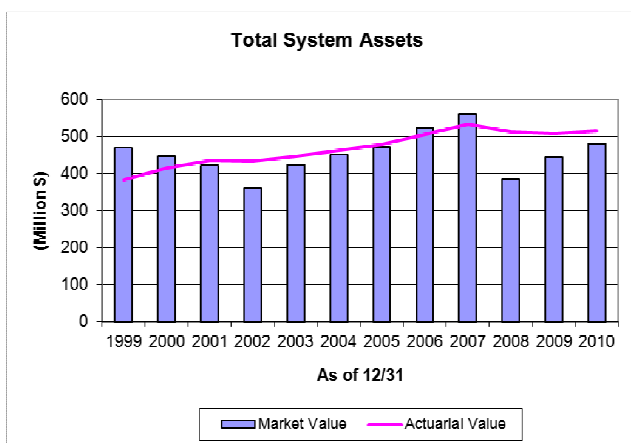
ASSETS

As of December 31, 2010, the System had total assets, when measured on a market value basis, of \$481 million. This was an increase of \$37 million from the December 31, 2009 figure of \$444 million. The market value of assets is not used directly in the calculation of the City's contribution rate. An asset valuation method, which smoothes the effect of market fluctuations, is used to determine the value of assets used in the valuation, called the "actuarial value of assets". The actuarial value of assets is equal to the expected value (calculated using the actuarial assumed rate of 7.75%) plus 25% of the difference between the market and expected value. See Table 3 on page 12 for a detailed development of the actuarial value of assets. Because part of the deferred investment loss from 2008 was recognized this year, the rate of return on the actuarial value of assets was 5%. Even with strong returns in 2009 and 2010, the actuarial value of assets remains 7% higher than the actual market value.

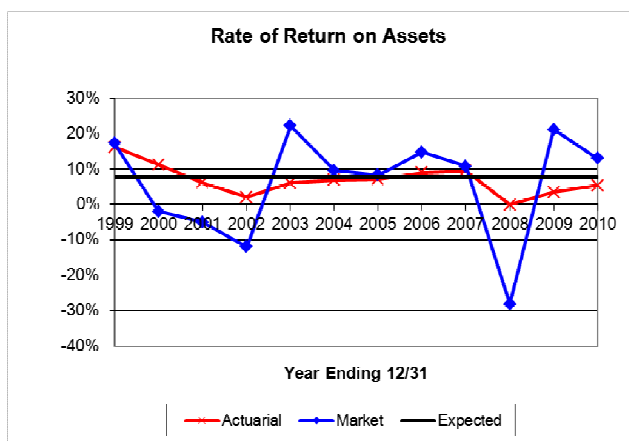
The components of the change in the market and actuarial value of assets for the Retirement System (in millions) are set forth below:

	Market Value (\$M)	Actuarial Value (\$M)
Assets, December 31, 2009	\$444.4	\$509.5
▪ City and Member Contributions	10.6	10.6
▪ Benefit Payments, Refunds and Transfers	(30.6)	(30.6)
▪ Investment Income (net of expenses)	56.3	26.8
Assets, December 31, 2010	\$480.7	\$516.3

The unrecognized investment losses represent about 7% of the market value of assets. Unless offset by future investment gains or other favorable experience, the recognition of the \$36 million loss is expected to have an impact on the future funded ratio and actuarial contribution requirement. If the deferred losses were recognized immediately in the actuarial value of assets, the funded percentage would decrease from 96% to 89% and the actuarially determined contribution rate would increase from 10.6% to 13.8%. On a positive note, these numbers are much improved since last year as the chart below indicates.



The actuarial value of assets has both been greater than and less than the market value of assets during this period, which is expected when using a smoothing method.



The rate of return on the actuarial value of assets has been less volatile than the market value return, which is the main reason for using an asset smoothing method.

LIABILITIES

The actuarial liability is that portion of the present value of future benefits that will not be paid by future employer normal costs or member contributions. The difference between this liability and asset values at the same date is referred to as the unfunded actuarial liability (UAL), or (surplus) if the asset value exceeds the actuarial liability. The unfunded actuarial liability will be reduced if the employer's contributions exceed the employer's normal cost for the year, after allowing for interest earned on the previous balance of the unfunded actuarial liability. Benefit improvements, experience gains and losses, and changes in actuarial assumptions and procedures will also impact the total actuarial liability and the unfunded portion thereof.

The Actuarial Liability and Unfunded Actuarial Liability for the System are:

Actuarial Liability	\$540,435,713
Actuarial Value of Assets	516,307,845
Unfunded Actuarial Liability/(Surplus)	24,127,868

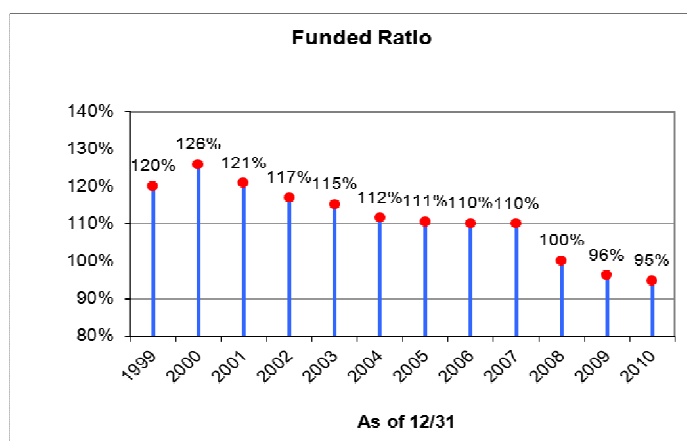
Between December 31, 2009 and December 31, 2010 the change in the unfunded actuarial liability for the System was as follows (in millions):

Change in Unfunded Actuarial Liability		\$(M)
UAL, December 31, 2009		\$19.8
+ Normal cost for year		10.2
+ Assumed investment return for year		2.3
- Actual contributions (member + City)		10.6
- Assumed investment return on contributions		0.4
= Expected Unfunded Actuarial Liability, December 31, 2009		21.3
+ Change from amendments		0.0
+ Change from assumption changes		0.0
= Expected UAL after changes		21.3
Actual UAL, December 31, 2010		24.1
Experience gain/(loss)		\$(2.8)
(Expected UAL – Actual UAL)		

The experience loss for the 2010 plan year of \$2.8 million reflects the combined impact of an actuarial loss of about \$11.9 million on System assets (actuarial value), and an actuarial gain of about \$9.1 million on System liabilities.

Analysis of the unfunded actuarial liability strictly as a dollar amount can be misleading. Another way to evaluate the unfunded actuarial liability and the progress made in its funding is to track the funded status, the ratio of the actuarial value of assets to the actuarial liability. This information for recent years is shown below (in millions). Historical information is shown in the graph following the chart.

	12/31/06	12/31/07	12/31/08	12/31/09	12/31/10
Actuarial Liability (\$M)	\$459.1	\$483.4	\$512.4	\$529.3	\$540.4
Actuarial Value of Assets (\$M)	\$505.8	\$533.9	\$512.9	\$509.5	\$516.3
Funded Ratio (Actuarial Value)	110.2%	110.5%	100.1%	96.3%	95.5%
Funded Ratio (Market Value)	114.1%	115.8%	75.3%	84.0%	88.9%



The funded ratio has declined over the last decade due to various reasons including benefit improvements, assumption changes and most significantly, investment experience. There are still deferred investment losses that will be recognized in future years, absent investment returns above the 7.75% assumption. Without these gains, the funded ratio will continue to decline toward the market value percentage shown above.

As mentioned earlier in this report, due to the asset smoothing method there is currently about \$36 million difference between the actuarial value and the market value of assets. To the extent there is not favorable investment experience to offset the deferred losses, the \$36 million loss will be recognized in future years and the System's funded status will decline. The System's funded status in future years will be heavily dependent on actual investment returns.

CONTRIBUTION RATES

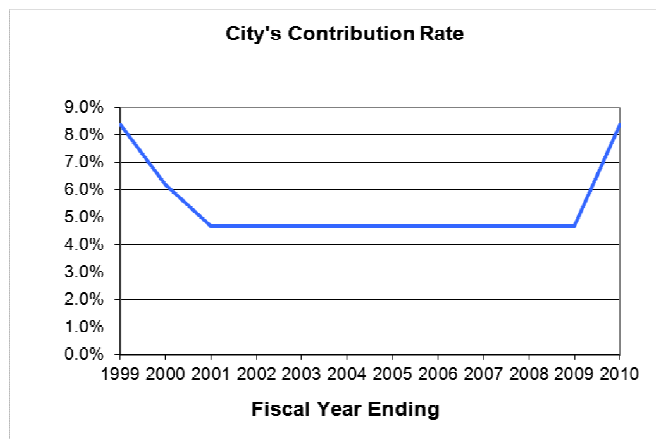
Generally, contributions to the System consist of:

- a "normal cost" for the portion of projected liabilities allocated to service of members during the year following the valuation date, by the actuarial cost method, and
- an "unfunded actuarial liability or (surplus) contribution" for the excess of the portion of projected liabilities allocated to service to date over the actuarial value of assets.

Contribution rates are computed with the objective of developing costs that are level as a percentage of covered payroll. The contribution rate for fiscal year 2012 is based on the December 31, 2010 actuarial valuation results.

As of December 31, 2010, the actuarial liability exceeds the actuarial value of assets. The resulting unfunded actuarial liability, when amortized over a 20-year rolling period, results in an amortization cost of 2.1% of pay. The contribution rate is the sum of the employer portion of the normal cost rate and the amortization cost. This valuation indicates the City's contribution rate to be 10.6% of pay (8.5% employer normal cost rate plus 2.1% unfunded actuarial liability contribution).

A summary of the City's historical contribution rate for the system is shown below:



The City's Contribution Rate will be 10.2% and 10.6% for the Fiscal Year Ending 12/31/2011 and 12/31/2012, respectively.

COMMENTS

The stock market losses in 2008 are still impacting most public retirement plans. The December 31, 2010 valuation reflected a loss on the actuarial value of assets despite a return on market value of 21% in 2009 and 13% in 2010, due to the use of an asset smoothing method, which smooths out the peaks and valleys of investment returns. The System utilizes an asset smoothing method that determines the actuarial value of assets as 75% of the expected value (using the 7.75% actuarial assumed rate of return) and 25% of actual market value. Because part of the 2009 deferred loss was recognized this year, the rate of return on the actuarial value of assets for the 2010 plan year was about 5% despite a return on market value of 13%.

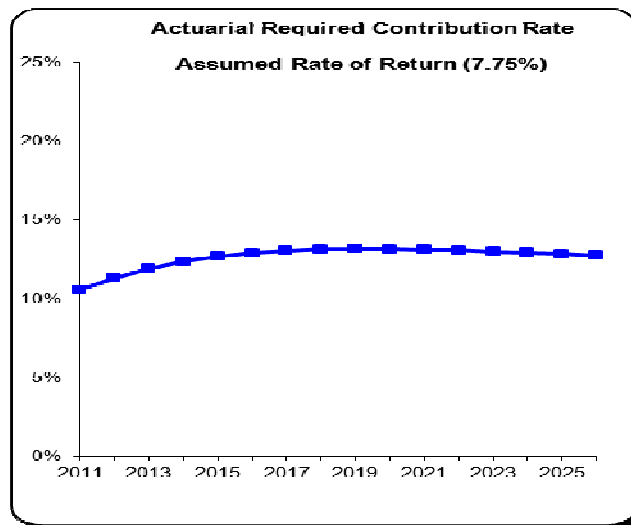
The deferred investment loss has shrunk considerably since last year. However, given the size of the remaining deferred investment loss (\$36M), the System's funded status could decrease and the actuarial contribution rate increase in future valuations absent favorable experience to offset the impact of the deferred losses. The City should be prepared for still higher contribution rates in the next few years, and perhaps longer depending on future rates of return. Favorable asset returns in 2009 and 2010 have helped stabilize this issue.

While the use of an asset smoothing method is a common procedure for public retirement systems, it is important to identify the potential impact of the deferred (unrecognized) investment experience. The key valuation results from the December 31, 2010 actuarial valuation are shown on the following page using both the actuarial value of assets and the pure market value.

	Using Actuarial Value of Assets	Using Market Value of Assets
Actuarial Liability	\$540,435,713	\$540,435,713
Asset Value	516,307,845	480,691,409
Unfunded Actuarial Liability	24,127,868	59,744,304
Funded Ratio	95.5%	88.9%
Normal Cost Rate	13.3%	13.3%
UAL Contribution Rate	<u>2.1%</u>	<u>5.3%</u>
Total Contribution Rate	15.4%	18.6%
Employee Contribution Rate	<u>(4.8%)</u>	<u>(4.8%)</u>
Employer Contribution Rate	10.6%	13.8%

The asset smoothing method impacts only the timing of recognizing the actual market experience on the assets. Due to deferred investment experience from 2008, the actuarial value of assets exceeds the market value by 7%, despite strong returns in 2009 and 2010. If there are not higher returns than 7.75% consistently over the next few years, the \$36 million of deferred investment experience will be recognized and the ultimate impact on the employer contribution rate can be expected to be similar to the column shown above using market value of assets.

The following graph shows the expected increase in the employer contribution rate in future years if 7.75% is earned in all future years and the full actuarial contribution rate is made by the City in all future years.



Valuation Date 12/31

SUMMARY OF PRINCIPAL RESULTS

	12/31/2010 Valuation	12/31/2009 Valuation	% Change
1. PARTICIPANT DATA			
Number of:			
Active Members			
Plan 1	7	18	(61.1)%
Plan 2	976	981	(0.5)%
Plan 3 (excluding Plan 3b)	661	740	(10.7)%
Total	1,644	1,739	(5.5)%
DROP Members			
Plan 1	54	62	(12.9)%
Plan 2	17	17	0.0%
Total	71	79	(10.1)%
Retired Members and Beneficiaries	1,193	1,181	1.0%
Inactive Vested Members	134	131	2.3%
Total Members	3,042	3,130	(2.8)%
Annual Valuation Payroll of Active Members (Including DROP)			
Plan 1	\$ 3,588,075	\$ 4,656,987	(23.0)%
Plan 2	50,519,542	50,505,323	0.0%
Plan 3	25,068,004	27,556,452	(9.0)%
Total	\$ 79,175,621	\$ 82,718,762	(4.3)%
Annual Retirement Payments for Retired Members and Beneficiaries	\$ 29,855,835	\$ 28,730,505	3.9%
2. ASSETS AND LIABILITIES			
Total Actuarial Liability	\$ 540,435,713	\$ 529,271,471	2.1%
Market Value of Assets	480,691,409	444,447,344	8.2%
Assets for Valuation Purposes	516,307,845	509,493,888	1.3%
Unfunded Actuarial Liability/(Surplus)	\$ 24,127,868	\$ 19,777,583	22.0%
Funded Ratio	95.5%	96.3%	(0.8)%
3. EMPLOYER CONTRIBUTION RATES AS A PERCENT OF PAYROLL			
Normal Cost	13.3%	13.3%	0.0%
Member Financed	4.8%	4.8%	0.0%
Employer Normal Cost	8.5%	8.5%	0.0%
Amortization of Unfunded Actuarial Liability or (Surplus)	2.1%	1.7%	23.5%
Employer Contribution Rate	10.6%	10.2%	3.9%

Section 2

Scope of the Report

This report presents the actuarial valuation of the Wichita Employees' Retirement System (WER) as of December 31, 2010. This valuation was prepared at the request of the System's Board of Trustees.

Please pay particular attention to our cover letter, where the guidelines employed in the preparation of this report are outlined. We also comment on the sources and reliability of both the data and the actuarial assumptions upon which our findings are based. Those comments are the basis for our certification that this report is complete and accurate to the best of our knowledge and belief.

A summary of the findings resulting from this valuation is presented in the previous section. Section 3 describes the assets and investment experience of the System. Sections 4 and 5 describe how the obligations of the System are to be met under the actuarial cost method in use. Section 6 includes the information required for the financial reporting standards established by the Governmental Accounting Standards Board (GASB).

This report includes several appendices:

- Appendix A Schedules of valuation data classified by various categories of members.
- Appendix B A summary of the current benefit structure, as determined by the provisions of governing law on the valuation date.
- Appendix C A summary of the actuarial methods and assumptions used to estimate liabilities and determine contribution rates.
- Appendix D A glossary of actuarial terms.

Section 3

Assets

In many respects, an actuarial valuation can be thought of as an inventory process. The inventory is taken as of the actuarial valuation date, which for this valuation is December 31, 2010. On that date, the assets available for the payment of benefits are appraised. The assets are compared with the liabilities of the System. The actuarial process then leads to a method of determining the contributions needed by members and the employer in the future to balance the System assets and liabilities.

Market Value of Assets

The current market value represents the “snapshot” or “cash-out” value of System assets as of the valuation date. In addition, market values of assets provide a basis for measuring investment performance from time to time. At December 31, 2010, the market value of assets for the System, excluding Plan 3b assets for members who have elected to remain in Plan 3, was \$481 million. Table 1 is a comparison, at market values, of System assets as of December 31, 2009, and December 31, 2010, in total and by investment category. Table 2 summarizes the change in the market value of assets from December 31, 2009 to December 31, 2010.

Actuarial Value of Assets

Neither the market value of assets, representing a “cash-out” value of System assets, nor the book values of assets, representing the cost of investments, may be the best measure of the System’s ongoing ability to meet its obligations.

To arrive at a suitable value for the actuarial valuation, a technique for determining the actuarial value of assets is used which dampens swings in the market value while still indirectly recognizing market values. This methodology, first adopted for the December 31, 2002 valuation, smoothes market experience by recognizing 25% of the difference between expected value (based on the actuarial assumption) and market value. Table 3 shows the development of the actuarial value of assets (AVA) as of December 31, 2010.

TABLE 1
Analysis of Net Assets at Market Value

	As of December 31, 2010			As of December 31, 2009		
	Amount (\$ Millions)	% of Total		Amount (\$ Millions)	% of Total	
Cash and Equivalents	\$ 0.1	0.0 %		\$ 0.1	0.0 %	
Government Securities	36.1	7.8		29.2	6.8	
Corporate Debt	50.2	10.8		49.6	11.5	
Mortgage Backed Securities	47.3	10.2		52.9	12.2	
Pooled Funds	80.1	17.2		63.6	14.7	
Domestic Equity	171.7	36.9		148.2	34.3	
International Equity	78.0	16.8		81.0	18.8	
Real Estate	13.9	3.0		13.6	3.1	
Securities Lending Collateral Pool	55.5	11.9		68.9	15.9	
Other	0.3	0.1		0.4	0.1	
Receivables	18.4	3.9		6.3	1.5	
Liabilities	(86.3)	(18.5)		(81.5)	(18.9)	
Total Plans 1 and 2	\$ 465.3	100.0 %⁽¹⁾		\$ 432.3	100.0 %	
Plan 3 Assets						
Members Electing to Stay in Plan 3	\$ 3.6			\$ 3.0		
Other Plan 3 Members	15.3			12.2		
Total Plan 3 and 3b	18.9			15.2		
Net Assets (Plans 1, 2, and 3)	\$ 484.2			\$ 447.5		

(1) Numbers may not add to 100% due to rounding.

TABLE 2
Summary of Changes in Net Assets
During Year Ended December 31, 2010

(Market Value)

	Plans 1 & 2	Plan 3*	Total
1. Market Value of Assets as of December 31, 2009	\$ 432,285,030	\$ 12,162,314	\$ 444,447,344
2. Contributions:			
a. Members	\$ 2,664,619	\$ 1,210,032	\$ 3,874,651
b. City	4,529,765	2,159,685	6,689,450
c. Transfers	1,276,393	(1,436,391)	(159,998)
d. Total [2(a) + 2(b) + 2(c)]	\$ 8,470,777	\$ 1,933,326	\$ 10,404,103
3. Investment Income:			
a. Interest and Dividends	\$ 11,437,779	\$ 343,760	\$ 11,781,539
b. Net Appreciation in Fair Value	45,742,773	1,453,926	47,196,699
c. Commission Recapture	13,775	434	14,209
d. Net Securities Lending Income	186,040	5,591	191,631
e. Total [3(a) + 3(b) + 3(c) + 3(d)]	\$ 57,380,367	\$ 1,803,711	\$ 59,184,078
4. Expenditures:			
a. Refunds of Member Contributions	\$ 191,171	\$ 360,135	\$ 551,306
b. Benefits Paid:			
(1) Pension and Death Benefits	26,785,934	0	26,785,934
(2) DROP Payments	3,104,564	0	3,104,564
c. Administrative Expenses	493,241	125,065	618,306
d. Investment Expenses	2,211,285	72,721	2,284,006
e. Total [4(a) + 4(b) + 4(c) + 4(d)]	\$ 32,786,195	\$ 557,921	\$ 33,344,116
5. Net Change [2(d) + 3(e) - 4(e)]	\$ 33,064,949	\$ 3,179,116	\$ 36,244,065
6. Market Value of Assets as of December 31, 2010 (1) + (5)	\$ 465,349,979	\$ 15,341,430	\$ 480,691,409

* Excludes assets for Plan 3b members. The December 31, 2010 value of the assets for this group was \$3,579,652.

TABLE 3
Development of Actuarial Value of Assets
as of December 31, 2010

	<u>Plans 1 & 2</u>	<u>Plan 3*</u>	<u>Total</u>
1. Actuarial Value of Assets as of December 31, 2009	\$ 495,683,993	\$ 13,809,895	\$ 509,493,888
2. Actual Contributions/Disbursements			
a. Contributions	\$ 7,194,384	\$ 3,369,717	\$ 10,564,101
b. Transfers	1,276,393	(1,436,391)	(159,998)
c. Benefit Payments and Refunds	(30,081,669)	(360,135)	(30,441,804)
d. Net (a + b + c)	\$ (21,610,892)	\$ 1,573,191	\$ (20,037,701)
3. Expected Value of Assets as of December 31, 2010 [(1) x 1.0775] + [(2d) x (1.0775) ⁻⁵]	\$ 511,666,814	\$ 16,513,177	\$ 528,179,990
4. Market Value of Assets as of December 31, 2010	\$ 465,349,979	\$ 15,341,430	\$ 480,691,409
5. Difference Between Market and Expected Values: (4) - (3)	\$ (46,316,835)	\$ (1,171,747)	\$ (47,488,581)
6. Actuarial Value of Assets as of December 31, 2010 (3) + [(5) x 25%]	\$ 500,087,605	\$ 16,220,240	\$ 516,307,845
7. Actuarial Value of Assets/Market Value of Assets: (6) / (4)	107.46%	105.73%	107.41%
8. Market Value of Assets less Actuarial Value of Assets: (4) - (6)	\$ (34,737,626)	\$ (878,810)	\$ (35,616,436)

* Excludes Plan 3b

Section 4

System Liabilities

In the previous section, an actuarial valuation was compared with an inventory process, and an analysis was given of the inventory of assets of the System as of the valuation date, December 31, 2010. In this section, the discussion will focus on the commitments of the System, which are referred to as its liabilities.

Table 4 contains an analysis of the actuarial present value of all future benefits (PVFB) for contributing members, inactive members, retirees and their beneficiaries.

The liabilities summarized in Table 4 include the actuarial present value of all future benefits expected to be paid with respect to each member. For an active member, this value includes the measurement of both benefits already earned and future benefits to be earned. For all members, active and retired, the value extends over benefits earnable and payable for the rest of their lives and for the lives of the surviving beneficiaries.

All liabilities reflect the benefit provisions in place as of December 31, 2010.

Actuarial Liability

A fundamental principle in financing the liabilities of a retirement program is that the cost of its benefits should be related to the period in which benefits are earned, rather than to the period of benefit distribution. An actuarial cost method is a mathematical technique that allocates the present value of future benefits into annual costs. In order to do this allocation, it is necessary for the funding method to “breakdown” the present value of future benefits into two components:

- (1) that which is attributable to the past and
- (2) that which is attributable to the future.

Actuarial terminology calls the part attributable to the past the “past service liability” or the “actuarial liability”. The portion allocated to the future is known as the present value of future normal costs, with the specific piece of it allocated to the current year being called the “normal cost”. Table 5 contains the calculation of actuarial liability for the System. The Entry Age Normal actuarial cost method is used to develop the actuarial liability.

TABLE 4
Present Value of Future Benefits (PVFB)
as of December 31, 2010

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Total</u>
1. Active employees				
a. Retirement Benefit	\$ 3,135,741	\$ 204,194,099	\$ 41,902,169	\$ 249,232,009
b. Pre-Retirement Death Benefit	1,251	2,252,697	562,357	2,816,305
c. Withdrawal Benefit	0	12,189,252	6,678,188	18,867,440
d. Disability Benefit	3,525	5,308,732	1,571,908	6,884,165
e. Total	\$ 3,140,517	\$ 223,944,780	\$ 50,714,622	\$ 277,799,919
2. DROP Members				
a. DROP Account Balance	\$ 7,485,198	\$ 885,387	\$ 0	\$ 8,370,585
b. Monthly Retirement Benefit	34,183,774	5,789,568	0	39,973,342
c. Total	\$ 41,668,972	\$ 6,674,955	\$ 0	\$ 48,343,927
3. Inactive Vested Members	\$ 546,959	\$ 19,800,416	\$ 0	\$ 20,347,375
4. In Pay Members				
a. Disabled Members	\$ 1,618,407	\$ 1,501,053	\$ 0	\$ 3,119,460
b. Retirees	198,328,679	49,790,176	0	248,118,855
c. Beneficiaries	16,904,495	4,737,292	0	21,641,787
d. Total	\$ 216,851,581	\$ 56,028,521	\$ 0	\$ 272,880,102
5. Total PVFB				
(1e) + (2c) + (3) + (4d)	\$ 262,208,029	\$ 306,448,672	\$ 50,714,622	\$ 619,371,323

TABLE 5
Actuarial Liability
as of December 31, 2010

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Total</u>
1. Active employees				
a. Present Value of Future Benefits	\$ 3,140,517	\$ 223,944,780	\$ 50,714,622	\$ 277,799,919
b. Present Value of Future Normal Costs	738,131	46,769,160	32,307,129	79,814,420
c. Actuarial Liability: (1a) - (1b)	\$ 2,402,386	\$ 177,175,620	\$ 18,407,493	\$ 197,985,499
2. DROP Members	\$ 41,668,972	\$ 6,674,955	\$ 0	\$ 48,343,927
3. Inactive Vested Members	\$ 546,959	\$ 19,800,416	\$ 0	\$ 20,347,375
4. In Pay Members				
a. Disabled Members	\$ 1,618,407	\$ 1,501,053	\$ 0	\$ 3,119,460
b. Retirees	198,328,679	49,790,176	0	248,118,855
c. Beneficiaries	16,904,495	4,737,292	0	21,641,787
d. Total	\$ 216,851,581	\$ 56,028,521	\$ 0	\$ 272,880,102
5. Reserve for Plan 3 Members	\$ 0	\$ 0	\$ 878,810	\$ 878,810
6. Total Actuarial Liability				
(1c) + (2) + (3) + (4d) + (5)	\$ 261,469,898	\$ 259,679,512	\$ 19,286,303	\$ 540,435,713

TABLE 6
Present Value of Accrued Benefits
as of December 31, 2010

The present value of accrued benefits for the System reflects the benefits earned based on service, earnings, and the System provisions as of the valuation date. It also reflects the on-going nature of the System by using the same actuarial assumptions as are used for funding purposes. Further, because the System provides that the accrued benefits of deferred vested members are indexed until benefits begin, the present value of the accrued benefit liability for active members reflects this provision from the assumed termination of employment to the assumed benefit commencement date.

	<u>Plan 1</u>	<u>Plan 2</u>	<u>Plan 3</u>	<u>Total</u>
1. Active Members	\$ 2,961,610	\$ 115,940,550	\$ 15,341,430	\$ 134,243,590
2. DROP Members	\$ 41,668,972	\$ 6,674,955	\$ 0	\$ 48,343,927
3. Inactive Vested Members	\$ 546,959	\$ 19,800,416	\$ 0	\$ 20,347,375
4. In Pay Members				
a. Disabled Members	\$ 1,618,407	\$ 1,501,053	\$ 0	\$ 3,119,460
b. Retirees	198,328,679	49,790,176	0	248,118,855
c. Beneficiaries	16,904,495	4,737,292	0	21,641,787
d. Total	\$ 216,851,581	\$ 56,028,521	\$ 0	\$ 272,880,102
5. Total	\$ 262,029,122	\$ 198,444,442	\$ 15,341,430	\$ 475,814,994
6. Market Value of Assets*	\$ 264,804,010	\$ 200,545,969	\$ 15,341,430	\$ 480,691,409
7. Funded Ratio (6)/(5)	101%	101%	100%	101%

* Split of assets between Plan 1 and Plan 2 is in proportion to the liabilities for illustrative purposes only.

Section 5

Employer Contributions

The previous two sections were devoted to a discussion of the assets and liabilities of the System. A comparison of Tables 3 and 4 indicates that current assets fall short of meeting the present value of future benefits (total liability). This is expected in all but a completely closed fund, where no further contributions are anticipated. In an active system, there will almost always be a difference between the actuarial value of assets and total liabilities. This deficiency has to be made up by future contributions and investment returns. An actuarial valuation sets out a schedule of future contributions that will deal with this deficiency in an orderly fashion.

The method used to determine the incidence of the contributions in various years is called the actuarial cost method. Under an actuarial cost method, the contributions required to meet the difference between current assets and current liabilities are allocated each year between two elements: (1) the normal cost rate and (2) the unfunded actuarial liability contribution rate.

The term “fully funded” is often applied to a system in which contributions at the normal cost rate are sufficient to pay for the benefits of existing employees as well as for those of new employees. More often than not, systems are not fully funded, either because of past benefit improvements that have not been completely funded or because of actuarial deficiencies that have occurred because experience has not been as favorable as anticipated. Under these circumstances, an unfunded actuarial liability (UAL) exists. Likewise, when the actuarial value of assets is greater than the actuarial liability, a surplus exists.

Description of Contribution Rate Components

The Entry Age Normal (EAN) actuarial cost method is used for the valuation. Under this method, the normal cost for each year from entry age to assumed exit age is a constant percentage of the member's year by year projected compensation. The portion of the present value of future benefits not provided by the present value of future normal costs is the actuarial liability. The unfunded actuarial liability/(surplus) represents the difference between the actuarial liability and the actuarial value of assets as of the valuation date. The unfunded actuarial liability is calculated each year and reflects experience gains/losses.

In general, contributions are computed in accordance with a level percent-of-payroll funding objective. The contribution rates based on this December 31, 2010 actuarial valuation will be used to determine employer contribution rates to the Wichita Employees' Retirement System for fiscal year 2012. In this context, the term “contribution rate” means the percentage, which is applied to a particular active member payroll to determine the actual employer contribution amount (i.e., in dollars) for the group.

As of December 31, 2010, the actuarial value of assets was less than the actuarial liability, resulting in an unfunded actuarial liability (UAL). The City's funding policy is to amortize the UAL over a rolling 20-year period. The amortization of the UAL is in addition to the employer normal cost rate.

Contribution Rate Summary

In Table 7, the amortization payment related to the unfunded actuarial liability, as of December 31, 2010, is developed. Table 8 develops the normal cost rate for the System. The derivation of the contribution rate for the City is shown in Table 9. Table 10 shows the historical summary of the City's contribution rates. Table 11 develops the experience gain/(loss) for the year ended December 31, 2010.

The rates shown in this report are based on the actuarial assumptions and cost methods described in Appendix C.

TABLE 7
Derivation of Unfunded Actuarial Liability Contribution Rate

1. Actuarial Liability	\$	540,435,713
2. Actuarial Value of Assets	\$	516,307,845
3. Unfunded Actuarial Liability/(Surplus)	\$	24,127,868
4. Payment (Adjusted to Mid-Year) to Amortize Unfunded Actuarial Liability/(Surplus) Over 20 Years *	\$	1,717,209
5. Total Projected Payroll for the Year	\$	80,743,607
6. Amortization Payment as a Percent of Payroll		2.1 %

* The UAL is amortized as a level percent of payroll over a rolling 20-year period.

TABLE 8
Derivation of Normal Cost Rate

Normal Cost at December 31, 2010		
Service pensions	\$	7,711,735
Disability pensions		302,446
Survivor pensions		124,466
Termination benefits		
- Deferred service pensions		921,532
- Return of member contributions		807,741
Total Normal Cost	\$	<u>9,867,920</u>
Covered Payroll for Members Under Certain Retirement Age	\$	74,448,353
Total Normal Cost Rate for Year		13.3%

TABLE 9
Employer Contribution Rates for Fiscal Year Commencing in 2012

	Contribution Requirements as % of Payroll	
Normal Cost		
Service pensions	10.4	%
Disability pensions	0.4	%
Survivor pensions	0.2	%
Termination benefits		
- Deferred service pensions	1.2	%
- Return of member contributions	1.1	%
Total Normal Cost	13.3	%
Unfunded Actuarial Liability		
Retired members and beneficiaries ⁽¹⁾	0.0	%
Active and former members ⁽²⁾	2.1	%
Total UAL Contribution	2.1	%
Total Contribution Requirement		
Member Financed Portion ⁽³⁾	4.8	%
City Financed Portion	10.6	%
Total	15.4	%

(1) Actuarial value of assets exceeds the actuarial liability for retirees and beneficiaries as of December 31, 2010.

(2) The unfunded actuarial liability is amortized as a level percent of active member payroll over a rolling 20-year period.

(3) The weighted average of member contribution rates: 6.4% for Plan 1, 4.7% for Plan 2, and 4.7% for Plan 3.

TABLE 10

Historical Summary of City Contribution Rates

Contribution rates are computed in accordance with a level percent of payroll funding objective. As of December 31, 2010, the actuarial value of assets is less than actuarial liabilities resulting in an unfunded actuarial liability (UAL). The UAL is amortized over a rolling 20-year period.

Valuation Date	Fiscal Year	City Contributions as Percents of Active Member Pensionable Payroll	
		Funding Objective	Amortization Credit/Payment
11/30/91	1993	10.0%	- %
11/30/92	1994	9.5	-
11/30/93	1995	9.5	-
11/30/94	1996	9.4	-
12/31/95	1997	9.0	-
12/31/96	1998	6.9 – 8.4	(1.5)
12/31/97	1999	4.6 – 8.5	(3.9)
12/31/98	2000	0.8 – 8.3	(7.5)
12/31/99	2001	2.5 – 9.8	(7.3)
12/31/00	2002	0.5 – 9.7	(9.2)
12/31/01	2003	1.9 – 9.4	(7.5)
12/31/02	2004	2.7 – 8.8	(6.1)
12/31/03	2005	3.1 – 8.9	(5.8)
12/31/04	2006	3.5 – 8.2	(4.7)
12/31/05	2007	3.9 – 8.2	(4.3)
12/31/06	2008	4.2 – 8.3	(4.1)
12/31/07	2009	4.2 – 8.4	(4.2)
12/31/08	2010	8.4	0.0
12/31/09	2011	10.2	1.7
12/31/10	2012	10.6%	2.1%

TABLE 11

Derivation of System Experience Gain/(Loss)

	(\$M) Year Ended <u>12/31/10</u>
(1) UAL* at start of year	19.8
(2) + Normal cost for year	10.2
(3) + Assumed investment return on (1) & (2)	2.3
(4) - Actual contributions (member + City)	10.6
(5) - Assumed investment return on (4)	0.4
(6) = Expected UAL at end of year	21.3
(7) + Increase (decr.) from amendments	0.0
(8) + Increase (decr.) from assumption change	0.0
(9) = Expected UAL after changes	21.3
(10) = Actual UAL at year end	24.1
(11) = Experience gain (loss) (9) – (10)	(2.8)**
(12) = Percent of beginning of year AL	0.5%

* Unfunded Actuarial Liability/(Surplus)

** Of this amount, \$11.9 million of the experience loss is due to an experience loss on the actuarial value of assets and \$9.1 million represents an experience gain on liabilities.

Section 6

Accounting Information

The actuarial liability is a measure intended to help the reader assess (i) a retirement system's funded status on an on-going concern basis, and (ii) progress being made toward accumulating the assets needed to pay benefits as due. Allocation of the actuarial present value of projected benefits between past and future service was based on service using the Entry Age Normal actuarial cost method. Assumptions, including projected pay increases, were the same as used to determine the System's level percent of payroll annual required contribution between entry age and assumed exit age. Entry age was established by subtracting credited service from current age on the valuation date.

The preceding methods comply with the financial reporting standards established by the Governmental Accounting Standards Board.

The Entry Age Normal actuarial liability was determined as part of an actuarial valuation of the plan as of December 31, 2010. Significant actuarial assumptions used in determining the actuarial liability include:

- (a) a rate of return on the investment of present and future assets of 7.75% per year compounded annually,
- (b) projected salary increases of 4.00% per year compounded annually, (3.5% attributable to inflation, and 0.50% attributable to productivity),
- (c) additional projected salary increases of 0.25% to 3.2% per year attributable to seniority/merit, and
- (d) the assumption that benefits will increase after retirement 3.0% per year (non-compounded) for Plan 1 and 2.0% per year (non-compounded) for Plan 2.

Actuarial Liability:

Active members	\$198,864,309
DROP members	48,343,927
Retired members and beneficiaries currently receiving benefits	272,880,102
Vested terminated members not yet receiving benefits	<u>20,347,375</u>
Total Actuarial Liability	\$540,435,713
Actuarial Value of Assets (market value was \$480,691,409)	\$516,307,845
Unfunded Actuarial Liability	24,127,868

During the year ended December 31, 2010, the Plan experienced a net increase of \$11 million in the actuarial liability.

TABLE 12

**Required Supplementary Information
Schedule of Funding Progress**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Liability (AL) (b)	Unfunded AL (UAL) (b)-(a)	Funded Ratio (a)/(b)	Active Member Covered Payroll (c)	UAL as a Percentage of Active Member Covered Payroll ((b-a)/c)
11/30/91	\$163,047	\$190,748	\$27,701	85.5%	\$47,017	58.9%
11/30/92	182,186	204,730	22,544	89.0	49,552	45.5
11/30/93	200,853	218,603	17,750	91.9	52,093	34.1
11/30/94	215,385	230,217	14,832	93.6	52,169	28.4
12/31/95	238,441	242,354	3,913	98.4	54,039	7.2
12/31/96	266,404	252,968	(13,436)	105.3	53,534	(25.1)
12/31/97	296,705	263,573	(33,132)	112.6	54,346	(61.0)
12/31/98	340,417	276,980	(63,437)	122.9	56,093	(113.1)
12/31/99*	383,338	319,289	(64,049)	120.1	57,562	(111.3)
12/31/00	414,643	329,390	(85,253)	125.9	61,112	(139.5)
12/31/01	428,204	353,158	(75,046)	121.2	65,347	(114.8)
12/31/02	433,366**	370,399	(62,967)	117.0	68,117	(92.4)
12/31/03	446,794**	387,037	(59,757)	115.4	69,161	(86.4)
12/31/04*	462,994**	413,159	(49,835)	112.1	72,154	(69.1)
12/31/05*	479,275**	433,297	(45,978)	110.6	72,367	(63.5)
12/31/06*	505,756**	459,062	(46,694)	110.2	75,881	(61.5)
12/31/07*	533,911**	483,387	(50,524)	110.5	78,736	(64.2)
12/31/08*	512,853**	512,374	(480)	100.1	81,580	(0.6)
12/31/09*	509,494**	529,271	19,778	96.3	82,704	23.9
12/31/10*	516,308**	540,436	24,128	95.5	79,636	30.3

Rounded dollar amounts are in thousands.

* After changes in benefits and/or actuarial assumptions and/or actuarial cost methods.

** Includes all members except Plan 3b.

Analysis of the dollar amounts of actuarial value of assets, actuarial liability, or unfunded actuarial liability in isolation can be misleading. Expressing the actuarial value of assets as a percentage of the actuarial liability provides one indication of the System's funded status on an on-going concern basis. Analysis of this percentage over time indicates whether the System is becoming financially stronger or weaker. Generally, the greater this percentage, the stronger the plan's funding. The unfunded actuarial liability and annual covered payroll are both affected by inflation. Expressing the unfunded actuarial liability as a percentage of covered payroll approximately adjusts for the effects of inflation and aids analysis of the progress being made in accumulating sufficient assets to pay benefits when due. Generally, the smaller this percentage, the stronger the plan's funding.

TABLE 13

**Required Supplementary Information
Schedule of Employer Contributions**

Fiscal Year	Actuarial Valuation Date	Annual Required Contribution	Percent Contribution
1996	11/30/94	\$4,751,698	100.0%
1997	12/31/95	4,459,654	100.0
1998	12/31/96	4,140,163	100.0
1999	12/31/97	4,134,826	100.0
2000	12/31/98	2,751,084	100.0
2001	12/31/99	1,843,213	100.0
2002	12/31/00	3,137,912*	100.0
2003	12/31/01	3,189,513*	100.0
2004	12/31/02	3,266,706*	100.0
2005	12/31/03	3,589,063*	100.0
2006	12/31/04	3,566,429*	100.0
2007	12/31/05	3,700,590*	100.0
2008	12/31/06	3,834,270*	100.0
2009	12/31/07	3,887,085*	100.0
2010	12/31/08	6,689,450*	100.0

*Reflects contributions to Plans 1, 2 and 3. Excludes contributions for Plan 3b members.

**Notes to Required Supplementary Information
Summary of Actuarial Methods and Assumptions**

Valuation Date	December 31, 2010
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level percent of payroll, open
Remaining Amortization Period	20 years
Asset Valuation Method	Expected + 25% of (Market – Expected Values)
Actuarial Assumptions:	
Investment Rate of Return*	7.75%
Projected Salary Increases*	4.25% - 7.20%
* Includes Inflation at	3.50%
Cost-of-Living Adjustments	3.00% Non-compounded (Plan 1) 2.00% Non-compounded (Plan 2)

TABLE 14
Solvency Test

Aggregate Actuarial Liability For					Portion of Actuarial Liabilities Covered by Reported Assets		
Valuation Date	(1) Active Member Contributions	(2) Retirants and Beneficiaries*	(3) Active Members (Employer Financed Portion)	Reported Valuation Assets	(1)	(2)	(3)
12/31/95	\$28,549,082	\$123,759,638	\$ 90,046,029	\$238,441,351	100.0%	100.0%	95.7%
12/31/96	28,996,944	133,093,326	90,877,809	266,403,759	100.0	100.0	114.8
12/31/97	29,881,922	141,922,445	91,768,436	296,704,769	100.0	100.0	136.1
12/31/98	29,694,389	156,764,183	90,521,375	340,417,265	100.0	100.0	170.1
12/31/99	32,017,094	169,602,958	117,669,351	383,337,991	100.0	100.0	154.4
12/31/00	34,189,528	177,095,907	118,104,491	414,642,694	100.0	100.0	172.2
12/31/01	33,516,616	179,374,487	140,266,410	428,204,828	100.0	100.0	153.5
12/31/02	38,291,472	192,615,216	139,492,410	433,365,890	100.0	100.0	145.1
12/31/03	39,847,119	205,799,341	141,390,445	446,794,052	100.0	100.0	142.3
12/31/04	41,852,724	218,518,676	152,632,267	462,994,047	100.0	100.0	132.8
12/31/05	43,397,403	228,408,201	161,491,272	479,274,508	100.0	100.0	128.5
12/31/06	45,475,389	237,860,848	175,725,905	505,755,995	100.0	100.0	126.6
12/31/07	46,189,489	256,374,002	180,823,537	533,911,465	100.0	100.0	127.9
12/31/08	46,541,280	272,176,420	193,655,822	512,853,345	100.0	100.0	100.2
12/31/09	49,152,328	279,396,973	200,722,170	509,493,888	100.0	100.0	90.1
12/31/10	50,473,365	293,227,477	196,734,871	516,307,845	100.0	100.0	87.7

During the twelve months ended December 31, 2010, the Wichita Employees' Retirement System generated a net experience loss of \$2.8 million dollars. The amount is 0.5% of the actuarial liability at the beginning of the year.

*Includes vested terminated members

Appendix A

Summary of Membership Data

MEMBER DATA RECONCILIATION

December 31, 2009 to December 31, 2010

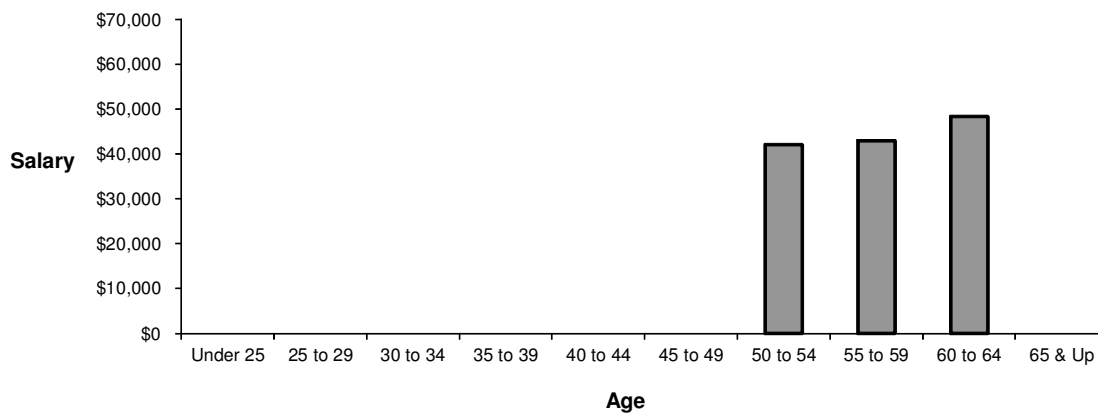
The number of members included in the valuation, as summarized in the table below, is in accordance with the data submitted by the System for members as of the valuation date.

	Active Participants			DROP Participants		Retirees and Beneficiaries		Terminated Vested		Total
	Plan 1	Plan 2	Plan 3	Plan 1	Plan 2	Plan 1	Plan 2	Plan 1	Plan 2	
Members as of 12/31/09	18	981	740	62	17	850	331	4	127	3,130
New Members	0	0	+32	0	0	+9	+7	0	0	+48
Transfers	0	+49	-50	0	0	0	0	0	0	-1
Terminations										
Refunded	0	-13	-59	0	0	0	0	0	0	-72
Deferred Vested	0	-13	0	0	0	0	0	0	+13	0
Retirements										
Service	-4	-20	0	-15	-6	+21	+32	-2	-6	0
Disability	0	0	0	0	0	0	0	0	0	0
DROP	-7	-6	0	+7	+6	0	0	0	0	0
Deaths										
Cashed Out	0	0	-2	0	0	0	0	0	0	-2
With Beneficiary	0	-2	0	0	0	-9	-5	0	0	-16
Without Beneficiary	0	0	0	0	0	-39	-4	0	0	-43
Data Adjustments	0	0	0	0	0	-2	+2	0	-2	-2
Members as of 12/31/10	7	976	661	54	17	830	363	2	132	3,042

Summary of Active Members
(Excluding DROP Members)
as of December 31, 2010

Age	Plan 1			Valuation Salaries		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0
40 to 44	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0
50 to 54	0	1	1	0	42,069	42,069
55 to 59	4	1	5	168,792	46,089	214,881
60 to 64	0	1	1	0	48,308	48,308
65 & Up	0	0	0	0	0	0
Total	4	3	7	\$ 168,792	\$ 136,466	\$ 305,258

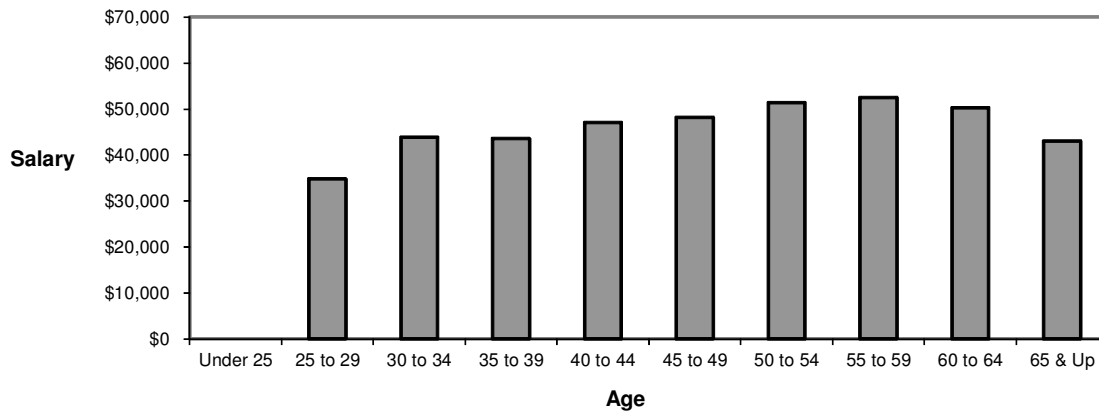
Average Salary by Age



Summary of Active Members
(Excluding DROP Members)
as of December 31, 2010

Age	Plan 2			Valuation Salaries		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	10	1	11	346,908	36,223	383,131
30 to 34	13	7	20	564,257	313,411	877,668
35 to 39	24	25	49	1,014,300	1,121,515	2,135,815
40 to 44	66	49	115	3,128,598	2,286,219	5,414,817
45 to 49	111	58	169	5,266,714	2,883,889	8,150,603
50 to 54	131	98	229	6,755,751	4,999,685	11,755,436
55 to 59	149	97	246	7,789,564	5,138,530	12,928,094
60 to 64	71	45	116	3,732,472	2,094,647	5,827,119
65 & Up	11	10	21	484,379	419,826	904,205
Total	586	390	976	\$ 29,082,943	\$ 19,293,945	\$ 48,376,888

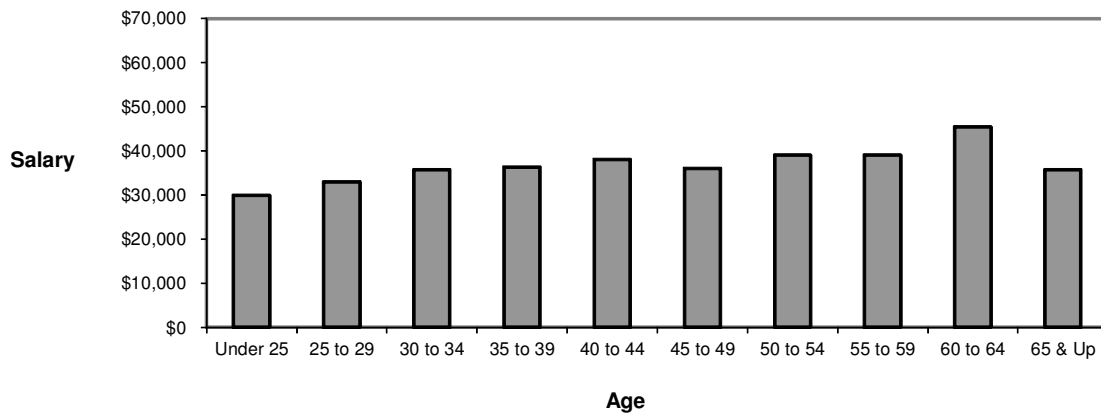
Average Salary by Age



**Summary of Active Members
(Excluding DROP Members)
as of December 31, 2010**

Age	Plan 3			Valuation Salaries		
	Male	Female	Total	Male	Female	Total
Under 25	15	6	21	\$ 454,424	\$ 173,756	\$ 628,180
25 to 29	65	41	106	2,185,673	1,312,850	3,498,523
30 to 34	57	45	102	1,961,292	1,687,619	3,648,911
35 to 39	49	38	87	1,771,696	1,391,321	3,163,017
40 to 44	60	22	82	2,219,422	907,487	3,126,909
45 to 49	47	36	83	1,752,664	1,244,733	2,997,397
50 to 54	48	24	72	1,952,709	858,690	2,811,399
55 to 59	40	19	59	1,562,418	741,306	2,303,724
60 to 64	24	14	38	1,069,685	657,226	1,726,911
65 & Up	8	3	11	286,375	107,104	393,479
Total	413	248	661	\$ 15,216,358	\$ 9,082,092	\$ 24,298,450

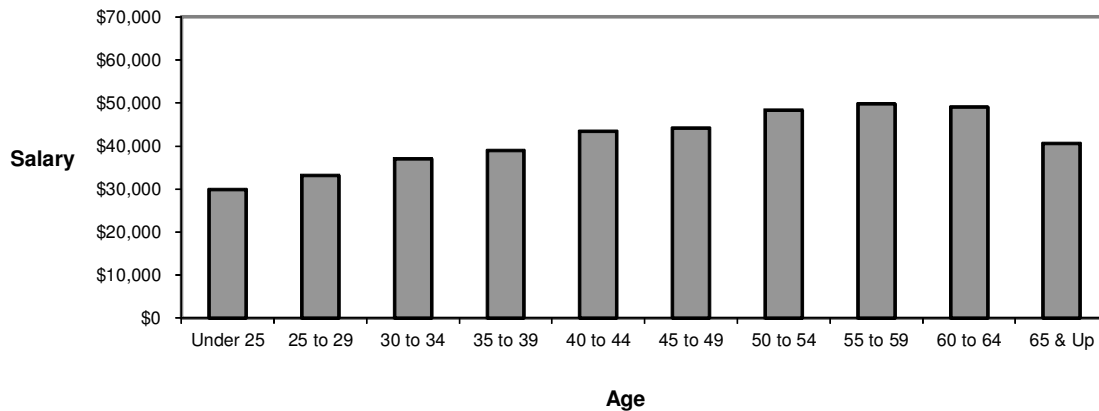
Average Salary by Age



Summary of Active Members
(Excluding DROP Members)
as of December 31, 2010

Age	All Plans					
	Number			Valuation Salaries		
	Male	Female	Total	Male	Female	Total
Under 25	15	6	21	\$ 454,424	\$ 173,756	\$ 628,180
25 to 29	75	42	117	2,532,581	1,349,073	3,881,654
30 to 34	70	52	122	2,525,549	2,001,030	4,526,579
35 to 39	73	63	136	2,785,996	2,512,836	5,298,832
40 to 44	126	71	197	5,348,020	3,193,706	8,541,726
45 to 49	158	94	252	7,019,378	4,128,622	11,148,000
50 to 54	179	123	302	8,708,460	5,900,444	14,608,904
55 to 59	193	117	310	9,520,774	5,925,925	15,446,699
60 to 64	95	60	155	4,802,157	2,800,181	7,602,338
65 & Up	19	13	32	770,754	526,930	1,297,684
Total	1,003	641	1,644	\$ 44,468,093	\$ 28,512,503	\$ 72,980,596

Average Salary by Age

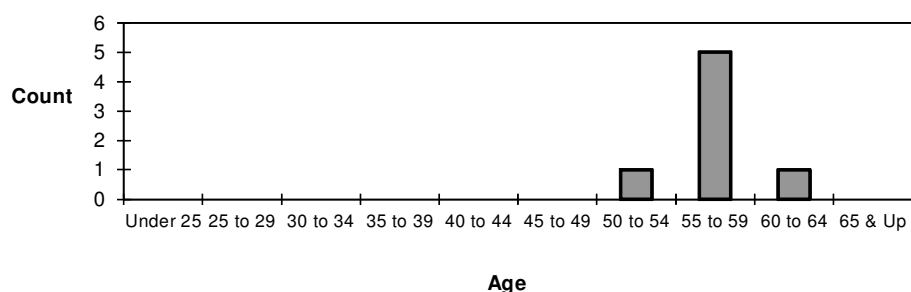


**Distribution of Active Members
(Excluding DROP Members)
as of December 31, 2010**

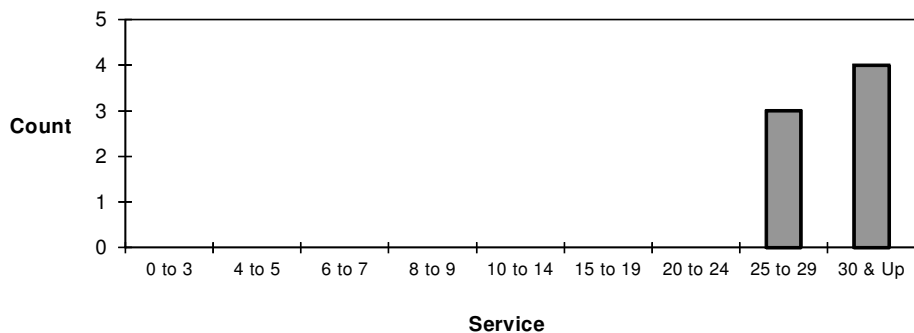
Plan 1

Age	Years of Service									Total
	0 to 3	4 to 5	6 to 7	8 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 & Up	
Under 25	0	0	0	0	0	0	0	0	0	0
25 to 29	0	0	0	0	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0	0	0	0	0
40 to 44	0	0	0	0	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0	0	0	0	0
50 to 54	0	0	0	0	0	0	0	1	0	1
55 to 59	0	0	0	0	0	0	0	2	3	5
60 to 64	0	0	0	0	0	0	0	0	1	1
65 & Up	0	0	0	0	0	0	0	0	0	0
Total	0	0	0	0	0	0	0	3	4	7

Age Distribution



Service Distribution



Average age: 56.4

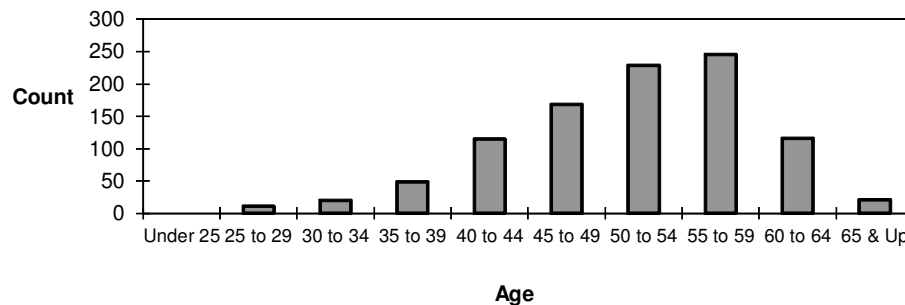
Average service: 31.4

**Distribution of Active Members
(Excluding DROP Members)
as of December 31, 2010**

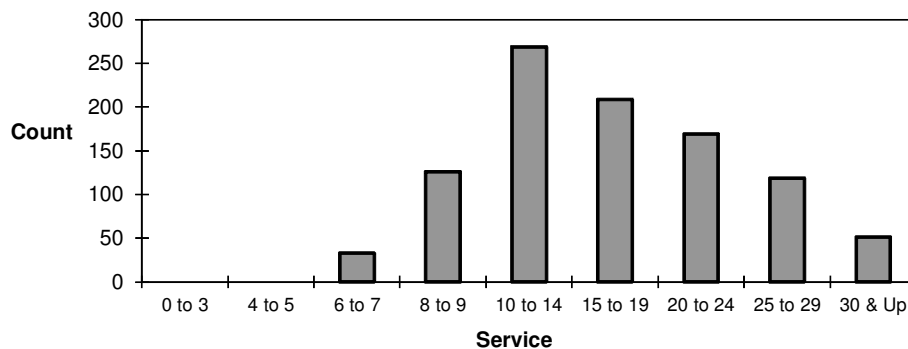
Plan 2

Age	Years of Service									Total
	0 to 3	4 to 5	6 to 7	8 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 & Up	
Under 25	0	0	0	0	0	0	0	0	0	0
25 to 29	0	0	1	9	1	0	0	0	0	11
30 to 34	0	0	5	2	11	2	0	0	0	20
35 to 39	0	0	1	10	25	12	1	0	0	49
40 to 44	0	0	7	12	51	27	17	1	0	115
45 to 49	0	0	4	24	46	41	32	21	1	169
50 to 54	0	0	10	32	52	49	49	28	9	229
55 to 59	0	0	3	22	56	47	44	50	24	246
60 to 64	0	0	2	11	22	27	23	16	15	116
65 & Up	0	0	0	4	5	4	3	3	2	21
Total	0	0	33	126	269	209	169	119	51	976

Age Distribution



Service Distribution



Average age: 51.3

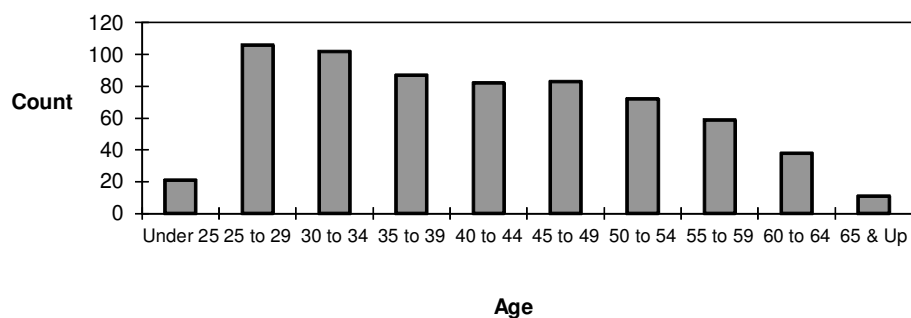
Average service: 17.3

**Distribution of Active Members
as of December 31, 2010**

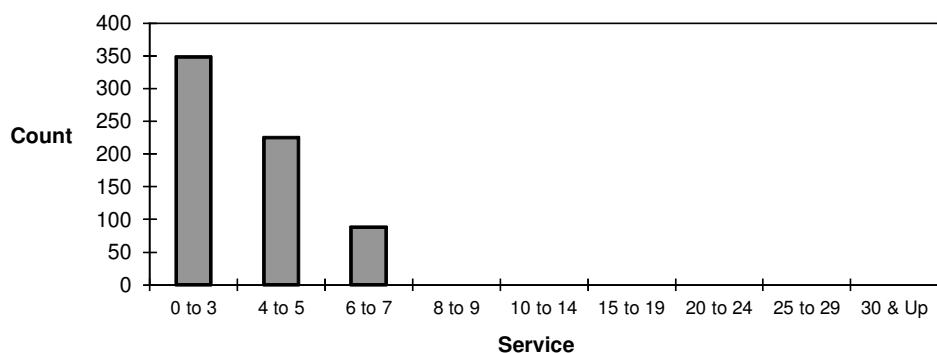
Plan 3

Age	Years of Service									Total
	0 to 3	4 to 5	6 to 7	8 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 & Up	
Under 25	18	3	0	0	0	0	0	0	0	21
25 to 29	69	29	8	0	0	0	0	0	0	106
30 to 34	52	41	9	0	0	0	0	0	0	102
35 to 39	49	25	13	0	0	0	0	0	0	87
40 to 44	42	29	11	0	0	0	0	0	0	82
45 to 49	40	26	17	0	0	0	0	0	0	83
50 to 54	32	27	13	0	0	0	0	0	0	72
55 to 59	28	25	6	0	0	0	0	0	0	59
60 to 64	13	17	8	0	0	0	0	0	0	38
65 & Up	5	3	3	0	0	0	0	0	0	11
Total	348	225	88	0	0	0	0	0	0	661

Age Distribution



Service Distribution



Average age: 41.4

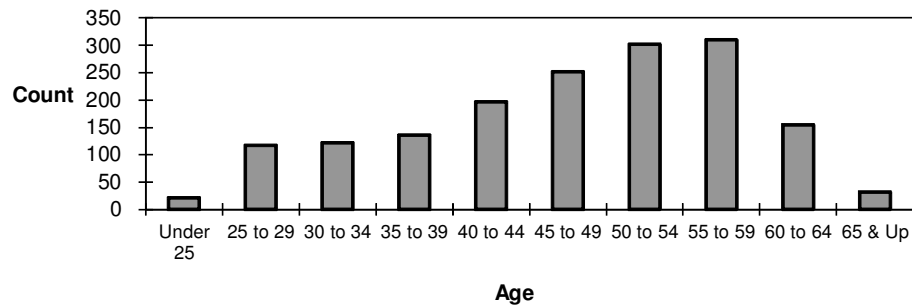
Average service: 4.1

**Distribution of Active Members
(Excluding DROP Members)
as of December 31, 2010**

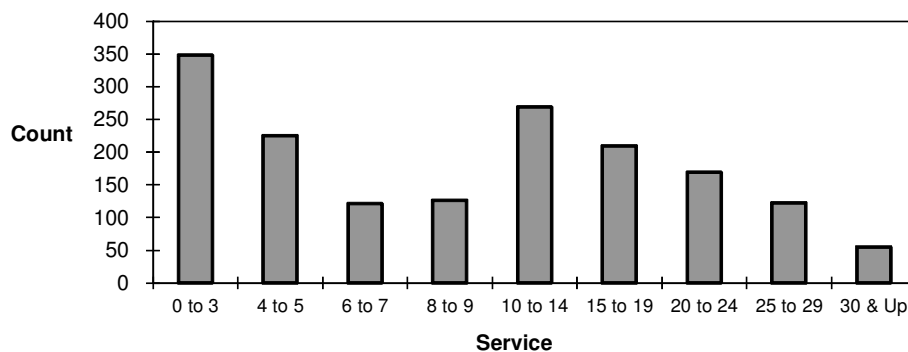
All Plans

Age	Years of Service									Total
	0 to 3	4 to 5	6 to 7	8 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 & Up	
Under 25	18	3	0	0	0	0	0	0	0	21
25 to 29	69	29	9	9	1	0	0	0	0	117
30 to 34	52	41	14	2	11	2	0	0	0	122
35 to 39	49	25	14	10	25	12	1	0	0	136
40 to 44	42	29	18	12	51	27	17	1	0	197
45 to 49	40	26	21	24	46	41	32	21	1	252
50 to 54	32	27	23	32	52	49	49	29	9	302
55 to 59	28	25	9	22	56	47	44	52	27	310
60 to 64	13	17	10	11	22	27	23	16	16	155
65 & Up	5	3	3	4	5	4	3	3	2	32
Total	348	225	121	126	269	209	169	122	55	1,644

Age Distribution



Service Distribution



Average age: 47.6

Average service: 12.8

**Distribution of Drop Members
as of December 31, 2010**

Plan 1

Age	Service					Total
	Under 20	20 to 24	25 to 29	30 to 34	35 & Up	
Under 50	0	0	2	0	0	2
50-54	0	0	18	0	0	18
55-59	0	0	24	2	0	26
60-64	0	0	6	0	0	6
65 & Up	0	0	1	1	0	2
Total	0	0	51	3	0	54

Age	DROP Duration Elected (months)					Total
	1 to 12	13 to 24	25 to 36	37 to 48	49 to 60	
Under 50	0	0	0	0	2	2
50-54	0	0	1	2	15	18
55-59	0	0	1	2	23	26
60-64	0	0	0	0	6	6
65 & Up	0	0	0	0	2	2
Total	0	0	2	4	48	54

Age	Monthly Benefits	Current Balance
Under 50	\$ 6,589	\$ 66,054
50-54	57,508	2,007,154
55-59	91,583	3,566,210
60-64	18,718	1,093,036
65 & Up	10,447	752,744
Total	\$ 184,844	\$ 7,485,198

Covered Payroll: \$3,209,678

**Distribution of Drop Members
as of December 31, 2010**

Plan 2

Age	Service							Total
	Under 10	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 50	0	0	0	0	0	0	0	0
50-55	0	0	0	0	0	0	0	0
55-59	0	0	0	0	0	0	0	0
60-64	0	2	1	2	0	0	0	5
65 & Up	0	1	2	1	4	3	1	12
Total	0	3	3	3	4	3	1	17

Age	DROP Duration Elected (months)					Total
	1 to 12	13 to 24	25 to 36	37 to 48	49 to 60	
Under 50	0	0	0	0	0	0
50-55	0	0	0	0	0	0
55-59	0	0	0	0	0	0
60-64	1	1	0	2	1	5
65 & Up	0	2	5	2	3	12
Total	1	3	5	4	4	17

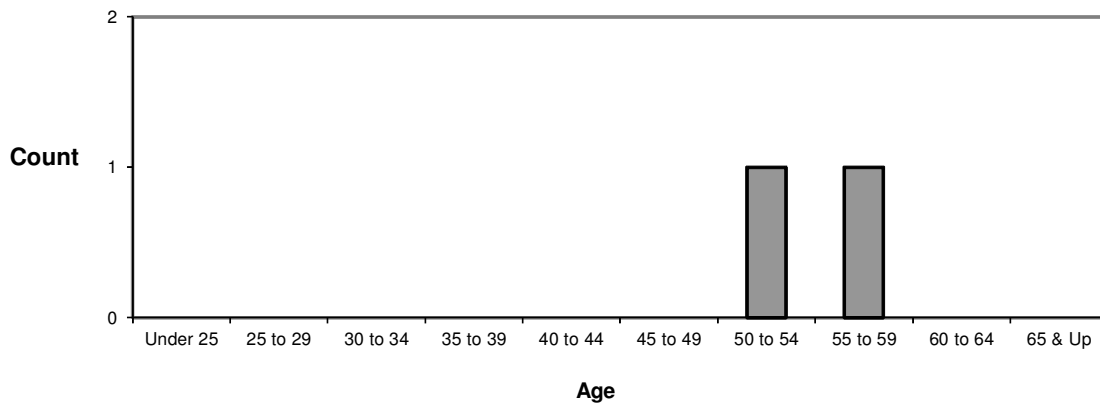
Age	Monthly Benefits	Current Balance
Under 50	\$ 0	\$ 0
50-54	0	0
55-59	0	0
60-64	7,162	211,138
65 & Up	33,460	674,249
Total	\$ 40,622	\$ 885,387

Covered Payroll: \$960,362

**Summary of Deferred Vested Members
as of December 31, 2010**

Age	Plan 1			Current Monthly Benefit at Retirement		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0
40 to 44	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0
50 to 54	0	1	1	0	1,991	1,991
55 to 59	1	0	1	2,471	0	2,471
60 to 64	0	0	0	0	0	0
65 & Up	0	0	0	0	0	0
Total	1	1	2	\$ 2,471	\$ 1,991	\$ 4,462

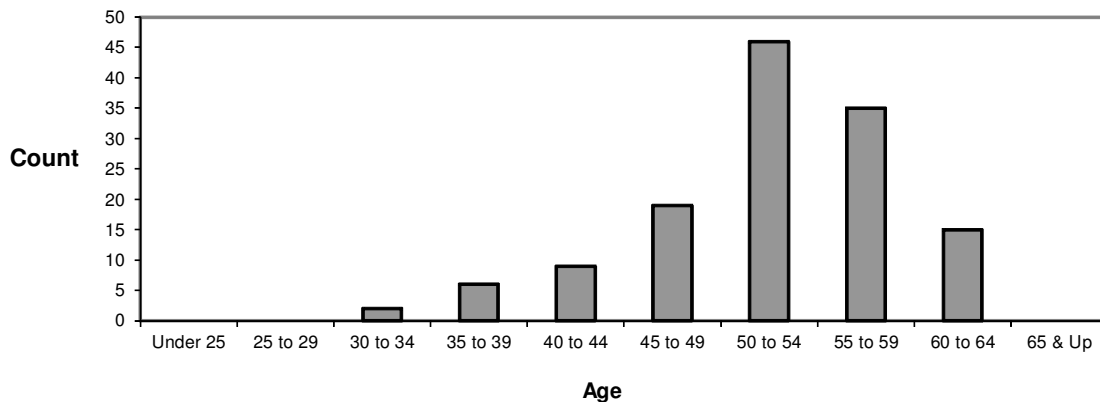
Age Distribution



**Summary of Deferred Vested Members
as of December 31, 2010**

Age	Plan 2			Current Monthly Benefit at Retirement		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	0	0	0	0	0	0
30 to 34	2	0	2	913	0	913
35 to 39	5	1	6	5,984	1,000	6,984
40 to 44	4	5	9	3,792	5,934	9,726
45 to 49	6	13	19	9,127	16,910	26,037
50 to 54	25	21	46	40,044	32,784	72,829
55 to 59	19	16	35	29,356	24,523	53,879
60 to 64	6	9	15	9,513	10,074	19,587
65 & Up	0	0	0	0	0	0
Total	67	65	132	\$ 98,729	\$ 91,225	\$ 189,954

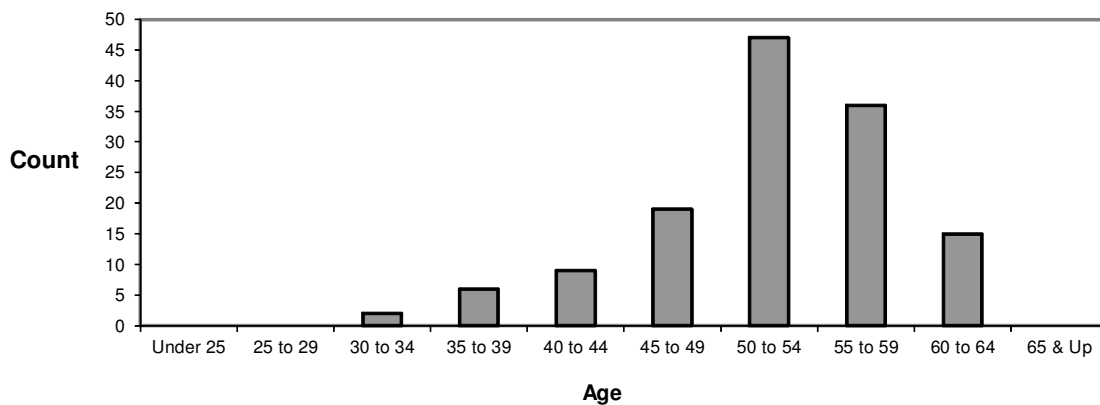
Age Distribution



**Summary of Deferred Vested Members
as of December 31, 2010**

Age	All Plans					
	Number			Current Monthly Benefit at Retirement		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	0	0	0	0	0	0
30 to 34	2	0	2	913	0	913
35 to 39	5	1	6	5,984	1,000	6,984
40 to 44	4	5	9	3,792	5,934	9,726
45 to 49	6	13	19	9,127	16,910	26,037
50 to 54	25	22	47	40,044	34,775	74,819
55 to 59	20	16	36	31,827	24,523	56,350
60 to 64	6	9	15	9,513	10,074	19,587
65 & Up	0	0	0	0	0	0
Total	68	66	134	\$ 101,200	\$ 93,216	\$ 194,416

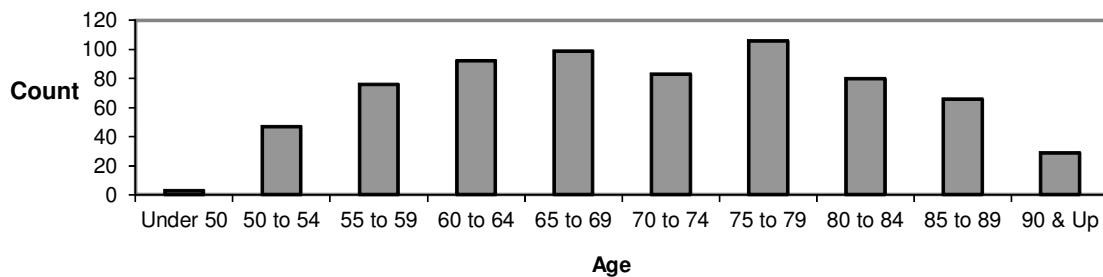
Age Distribution



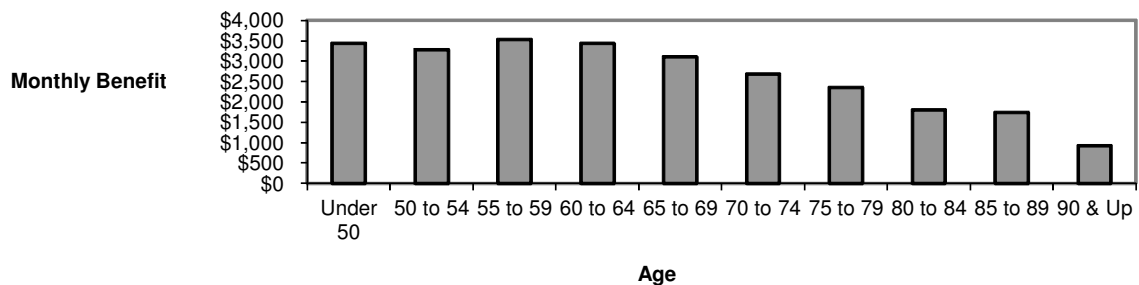
Summary of Retired Members*
as of December 31, 2010

Age	Plan 1			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	3	0	3	\$ 10,297	\$ 0	\$ 10,297
50 to 54	30	17	47	103,465	50,840	154,305
55 to 59	51	25	76	195,745	73,103	268,848
60 to 64	71	21	92	251,936	64,400	316,336
65 to 69	65	34	99	226,015	81,518	307,533
70 to 74	53	30	83	156,131	66,507	222,638
75 to 79	60	46	106	158,876	91,033	249,909
80 to 84	46	34	80	102,075	42,151	144,226
85 to 89	31	35	66	76,313	39,095	115,408
90 & Up	10	19	29	11,033	15,532	26,565
Total	420	261	681	\$ 1,291,886	\$ 524,179	\$ 1,816,065

Age Distribution



Average Benefit

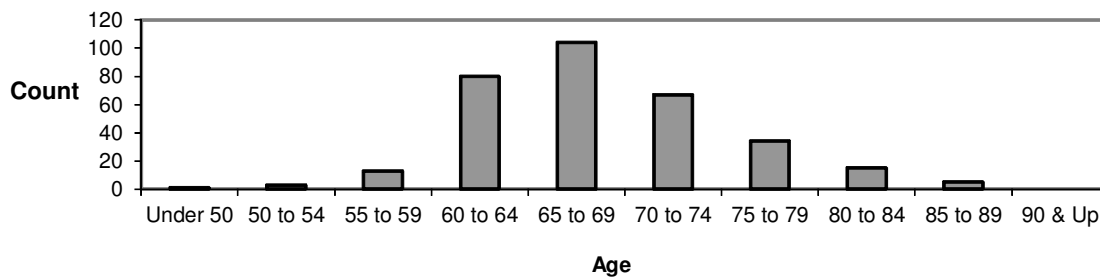


* Includes DROP members.

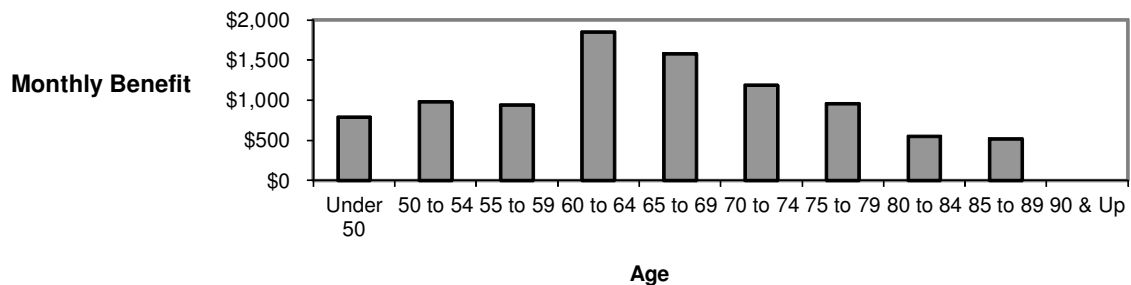
Summary of Retired Members*
as of December 31, 2010

Age	Plan 2			Monthly Benefit		
	Number					
	Male	Female	Total	Male	Female	Total
Under 50	0	1	1	\$ 0	\$ 787	\$ 787
50 to 54	2	1	3	1,446	1,487	2,933
55 to 59	9	4	13	10,047	2,201	12,248
60 to 64	53	27	80	109,653	38,566	148,219
65 to 69	59	45	104	90,052	74,461	164,513
70 to 74	31	36	67	38,540	40,836	79,376
75 to 79	19	15	34	18,503	14,020	32,523
80 to 84	8	7	15	4,860	3,367	8,227
85 to 89	1	4	5	821	1,774	2,595
90 & Up	0	0	0	0	0	0
Total	182	140	322	\$ 273,922	\$ 177,499	\$ 451,421

Age Distribution



Average Benefit

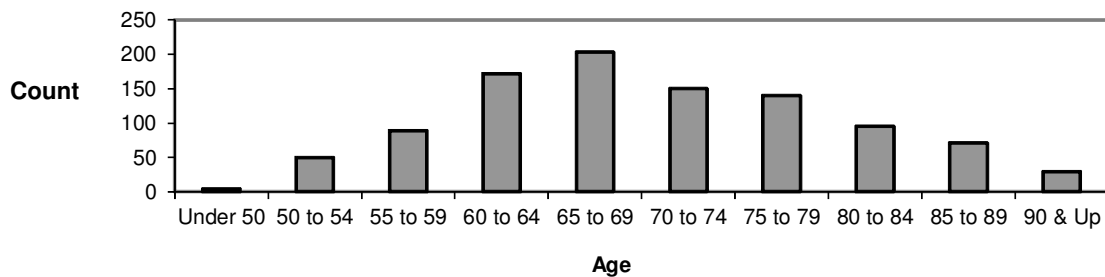


* Includes DROP members.

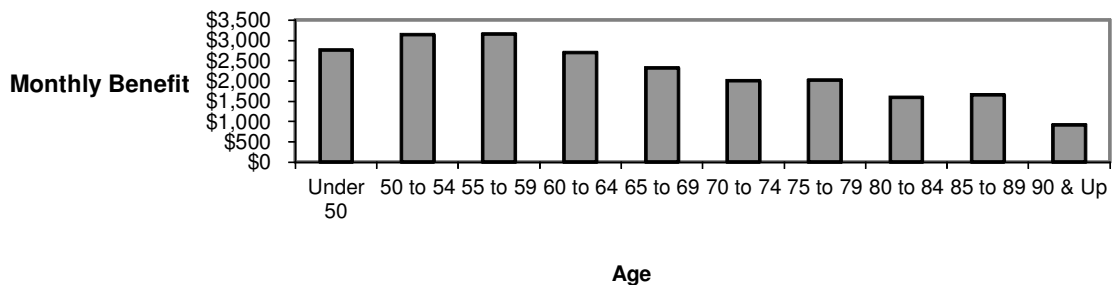
Summary of Retired Members*
as of December 31, 2010

Age	All Plans					
	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	3	1	4	\$ 10,297	\$ 787	\$ 11,084
50 to 54	32	18	50	104,911	52,327	157,238
55 to 59	60	29	89	205,792	75,304	281,096
60 to 64	124	48	172	361,589	102,966	464,555
65 to 69	124	79	203	316,066	155,979	472,045
70 to 74	84	66	150	194,671	107,343	302,014
75 to 79	79	61	140	177,379	105,053	282,432
80 to 84	54	41	95	106,935	45,518	152,453
85 to 89	32	39	71	77,135	40,869	118,004
90 & Up	10	19	29	11,033	15,532	26,565
Total	602	401	1,003	\$ 1,565,808	\$ 701,678	\$ 2,267,486

Age Distribution



Average Benefit

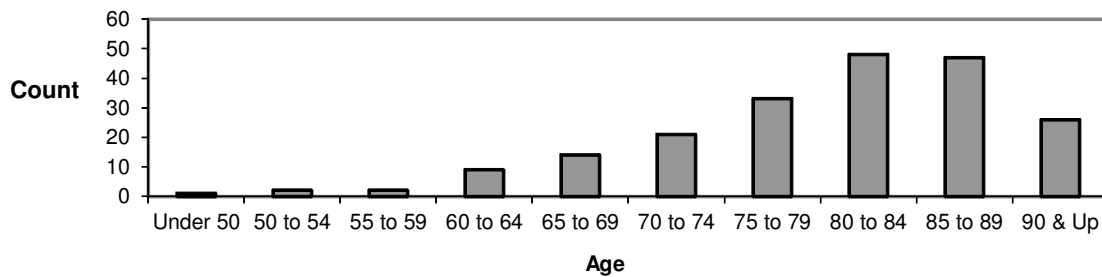


* Includes DROP members.

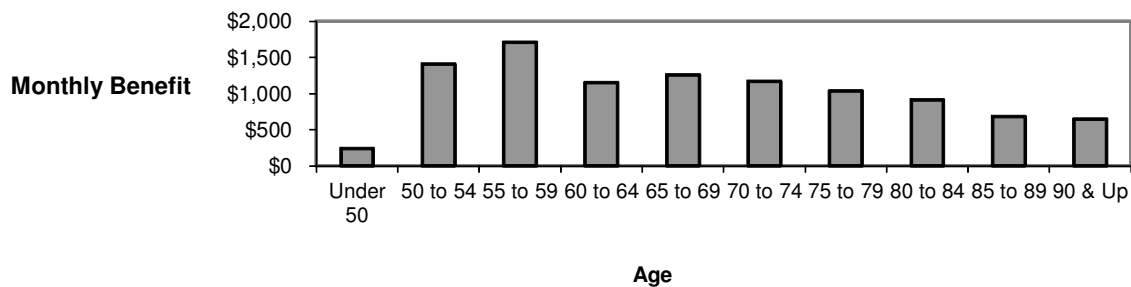
Summary of Beneficiaries
as of December 31, 2010

Age	Plan 1					
	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	0	1	1	\$ 0	\$ 246	\$ 246
50 to 54	0	2	2	0	2,826	2,826
55 to 59	0	2	2	0	3,417	3,417
60 to 64	2	7	9	1,985	8,403	10,388
65 to 69	2	12	14	1,396	16,299	17,695
70 to 74	3	18	21	2,391	22,298	24,689
75 to 79	5	28	33	4,205	30,138	34,343
80 to 84	7	41	48	3,533	40,536	44,069
85 to 89	5	42	47	1,573	30,753	32,326
90 & Up	2	24	26	1,067	15,750	16,817
Total	26	177	203	\$ 16,150	\$ 170,666	\$ 186,816

Age Distribution



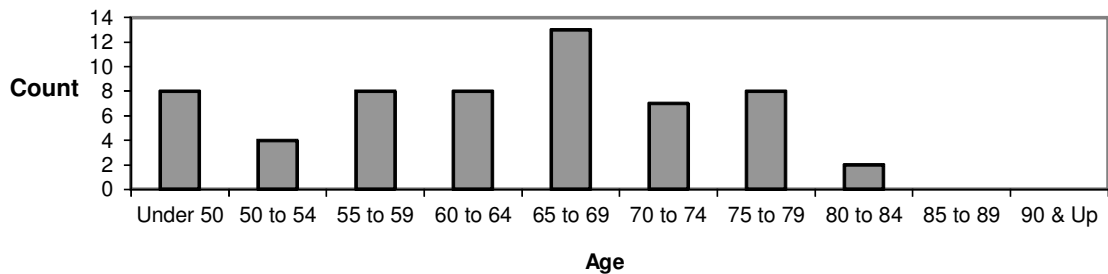
Average Benefit



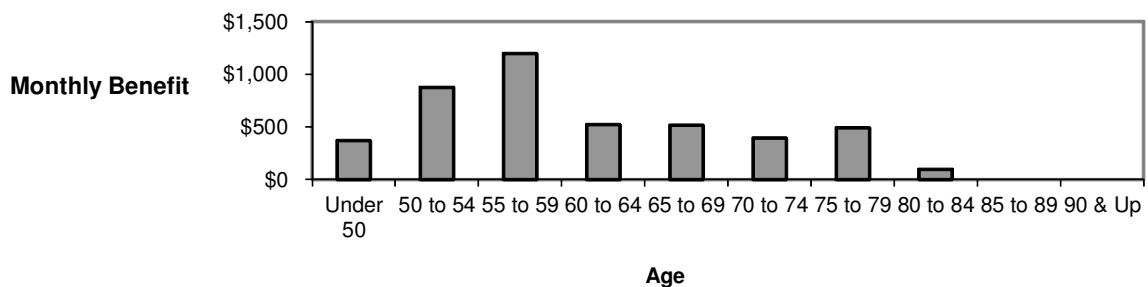
**Summary of Beneficiaries
as of December 31, 2010**

Age	Plan 2			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	2	6	8	\$ 672	\$ 2,265	\$ 2,937
50 to 54	2	2	4	2,037	1,468	3,505
55 to 59	0	8	8	0	9,556	9,556
60 to 64	0	8	8	0	4,154	4,154
65 to 69	3	10	13	1,082	5,613	6,695
70 to 74	1	6	7	573	2,168	2,741
75 to 79	1	7	8	326	3,581	3,907
80 to 84	1	1	2	125	63	188
85 to 89	0	0	0	0	0	0
90 & Up	0	0	0	0	0	0
Total	10	48	58	\$ 4,815	\$ 28,868	\$ 33,683

Age Distribution



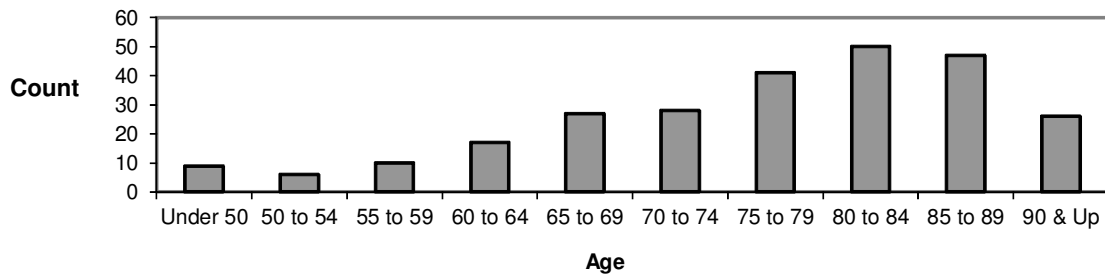
Average Benefit



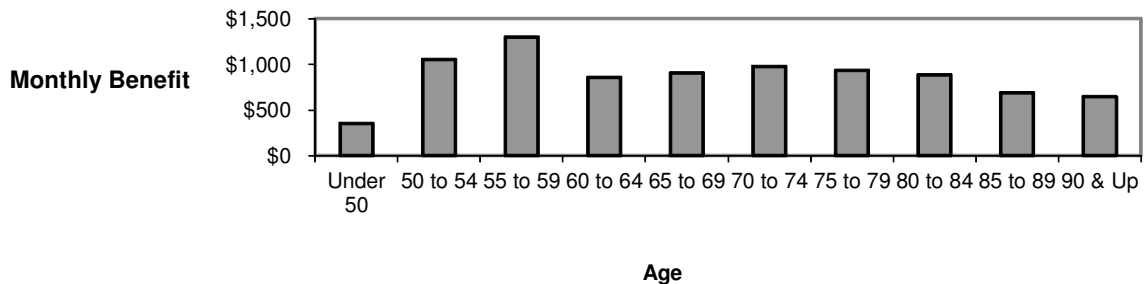
**Summary of Beneficiaries
as of December 31, 2010**

Age	All Plans					
	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	2	7	9	\$ 672	\$ 2,511	\$ 3,183
50 to 54	2	4	6	2,037	4,294	6,331
55 to 59	0	10	10	0	12,973	12,973
60 to 64	2	15	17	1,985	12,557	14,542
65 to 69	5	22	27	2,477	21,913	24,390
70 to 74	4	24	28	2,963	24,466	27,429
75 to 79	6	35	41	4,531	33,719	38,250
80 to 84	8	42	50	3,659	40,599	44,258
85 to 89	5	42	47	1,573	30,753	32,326
90 & Up	2	24	26	1,067	15,750	16,817
Total	36	225	261	\$ 20,964	\$ 199,534	\$ 220,499

Age Distribution



Average Benefit



Appendix B
Summary of Benefit Provisions

DEFINED BENEFIT PLANS 1 AND 2

Plan 1 is applicable to members employed prior to July 18, 1981 who have not elected to be covered by Plan 2.

Plan 2 is applicable to members employed or re-employed on or after July 18, 1981 and before January 1, 1994 and to other employees who have elected Plan 2 coverage.

Normal Retirement (no reduction factor)

Eligibility – Plan 1: Age 60 with 7 or more years of service, or any age with 30 or more years of service.

Plan 2: Age 62 with 7 or more years of service (effective August 1, 1990).

Annual Amount – Plan 1: Service times 2.5% of Final Average Salary to a maximum of 75% of Final Average Salary.

Plan 2: Service times 2.25% of Final Average Salary, to a maximum of 75% of Final Average Salary (effective January 1, 2000).

Final Average Salary – all plans: Average for the 3 consecutive years of service which produce the highest average and which are within the last 10 years of service.

Early Retirement (with reduction factor)

Eligibility – Plan 1: Age 55 with 7 or more years of service.

Plan 2: Age 55 with 7 or more years of service.

Annual Amount – An amount computed as for normal retirement but reduced for each month retirement precedes age 60 under Plan 1 and age 62 under Plan 2. The amount of reduction per month of early retirement is:

Plan 1	Plan 2
A service graduated percentage for each month retirement precedes age 60. The percentage is .05 of 1% if service is 29 years but less than 30 years, increasing by .05 of 1% for each additional year service is less than 30 years, to a maximum of .50 of 1% if service is less than 20 years.	An age graduated percentage for each month retirement precedes age 62. The percentage is 0.6% for each month that the member's age precedes age 62, up to maximum of 50.4% at age 55.

Deferred Retirement (Vested Termination)

Eligibility – 7 or more years of service. A terminated employee may apply for a reduced pension upon meeting the applicable age requirement for early retirement or an unreduced pension upon meeting the applicable age requirement for normal retirement. A terminated employee may elect a refund of employee contributions, plus applicable interest, in lieu of a deferred retirement benefit.

Annual Amount – An amount computed as for normal retirement. Vested deferred pensions are adjusted during the deferral period based on changes in National Average Earnings, up to 5.5% annual adjustments.

Deferred Retirement Option Plan (DROP)

Eligibility – Member must be eligible to retire under early reduced or normal age and/or service requirements and elect to participate in DROP for up to 5 years.

Amount – Benefit computed based on years of service, final average salary as of the DROP election date, and length of DROP period. Benefit is paid into member's notional DROP account during the deferral period. Member continues to make required employee contributions during the deferral period. Interest at an annual rate of 5%, compounded monthly, is credited to the notional DROP account. Voluntary termination of employment during the DROP period results in loss of accrued interest. Balance of DROP account is payable within 90 days of actual termination of employment.

Service-Connected Disability

Eligibility – No age or service requirement. Requires total and permanent disability, as defined in State worker's compensation act, for employment by the City in a position commensurate with the employee's training, experience and education.

Annual Amount – Plan 1: 60% of final rate of salary.
Plan 2: 50% of final rate of salary.

Non Service-Connected Disability

Eligibility – 7 or more years of service. Requires total and permanent disability for employment by the City in a position commensurate with the employee's training, experience and education.

Annual Amount – Plan 1: 30% of Final Average Salary plus 1% of Final Average Salary for each year of service in excess of 7 years. Maximum is 50% of Final Average Salary.
Plan 2: 25% of final rate of salary.

Post-Retirement Survivor Benefits

Eligibility: Surviving Spouse - must have been married to retired employee for one year or more, at time of death if retired after January 1, 2000. If retired prior to January 1, 2000, must have been married to retired employee at retirement.

Minor Children – under age 18.

Annual Amount: Surviving Spouse - 50% of amount that was being paid to retiree.

Minor Child with Surviving Spouse - 10% of the member's Final Average Salary for each child under age 18. Maximum, including surviving spouse benefit, is 75% of Final Average Salary.

Minor Child without Surviving Spouse - 20% of the member's Final Average Salary for each child under age 18. Maximum benefit is 60% of Final Average Salary.

Post-Retirement Funeral Benefit

Eligibility: Designated Beneficiary – must have been designated by the retired employee.

Amount - Plan 1: \$1,500 funeral benefit.
Plan 2: No funeral benefit provided.

Pre-Retirement Survivor Benefits

Eligibility: Surviving Spouse – Plan 1: Death of employee with 7 or more years of credited service.
Plan 2: Death of employee with 7 or more years of credited service.

Annual Amount - 50% of amount that the deceased employee would have been entitled to had he/she been on an unreduced retirement at time of death.

Eligibility: Designated Beneficiary – The beneficiary designated by an unmarried member or by a member who fails to meet the 7 year service requirement for the surviving spouse benefit.

Amount – The deceased employee's contributions, plus applicable interest, plus one month's salary for each full year of service up to a maximum of 6 years.

Other Termination Benefits

Eligibility – Termination of employment without eligibility for any other benefit.

Amount – Accumulated employee contributions with interest at 5% per year compounded monthly are refunded.

Post-Retirement Adjustment of Benefits

Eligibility – Plan 1: Completion of 12 months of retirement and annually thereafter.
Plan 2: If retired on or after January 1, 2000: Completion of 12 months of retirement.
If retired before January 1, 2000: Benefit not provided (effective 2/19/2000).

Annual Amount – Plan 1: 3.0% of the base amount of benefit (increases are not compounded).
Plan 2: 2.0% of the base amount of benefit (increases are not compounded).

Employee Contributions

Plan 1: 6.4% of total compensation.
Plan 2: 4.7% of base salary and longevity pay (effective February 19, 2000).

City Contributions

Actuarially determined amount which together with employee contributions and investment earnings will fund the obligations of the Plan in accordance with accepted actuarial principles.

Unused Sick Leave

Each bi-weekly service credit of accumulated unused sick leave is converted to a service credit for the purpose of computing annual benefit amounts.

Plan 3 is applicable to members employed after January 1, 1994 who have not become covered by Plan 2. Plan 3 members are automatically transferred to Plan 2 at the time they acquire 7 years of service unless they file an irrevocable election to remain in Plan 3.

Employee Contributions

4.7% of compensation (effective 2/19/2000).

City Contributions

4.7% of compensation, less forfeitures from non-vested terminations (effective 2/19/2000).

Vesting of Contributions

Member contributions and investment earnings thereon are 100% vested.

City contributions and investment earnings thereon are 25% vested after 3 years of service, 50% vested after 5 years of service, and 100% vested after 7 years of service.

Distribution of Vested Accounts

Vested accounts are payable upon termination of City employment or death. Available forms of payment are prescribed by the Board.

Disability Retirement

Service and non-service connected disability benefits are the same as those of Plan 2.

Plan 3 members may alternatively elect to receive a refund of their Plan 3 account balance.

Appendix C

Actuarial Cost Method and Assumptions

Actuarial Cost Method

The actuarial cost method is a procedure for allocating the actuarial present value of pension benefits and expenses to time periods. The method used for the valuation is known as the Entry Age Normal actuarial cost method, and has the following characteristics.

- (i) The annual normal costs for each individual active member are sufficient to accumulate the value of the member's pension at time of retirement.
- (ii) Each annual normal cost is a constant percentage of the member's year-by-year projected covered compensation.

The Entry Age Normal actuarial cost method allocates the actuarial present value of each member's projected benefits on a level basis over the member's assumed pensionable compensation rates between the entry age of the member and the assumed exit ages.

The portion of the actuarial present value allocated to the valuation year is called the normal cost. The portion of the actuarial present value not provided for by the actuarial present value of future normal costs is called actuarial liability. Deducting actuarial assets from the actuarial liability determines the unfunded actuarial liability or (surplus). The unfunded actuarial liability/(surplus) is financed as a level percent of member payroll over an open 20 year period.

Actuarial Assumptions

Retirement System contribution requirements and actuarial present values are calculated by applying experience assumptions to the benefit provisions and people information of the Retirement System, using the actuarial cost method.

The principal areas of risk which require experience assumptions about future activities of the Retirement System are:

- (i) long-term rates of investment return to be generated by the assets of the System
- (ii) patterns of pay increases to members
- (iii) rates of mortality among members, retirants and beneficiaries
- (iv) rates of withdrawal of active members
- (v) rates of disability among active members
- (vi) the age patterns of actual retirements.

In making a valuation, the monetary effect of each assumption is calculated for as long as a present covered person survives - a period of time which can be as long as a century.

Actual experience of the Retirement System will not coincide exactly with assumed experience. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experiences. The result is a continual series of adjustments (usually small) to the computed contribution rate.

From time-to-time one or more of the assumptions are modified to reflect experience trends (but not random or temporary year-to-year fluctuations). A complete review of the actuarial assumptions was completed in 2009. The use of updated assumptions was effective with the December 31, 2009 valuation.

Investment Return Rate (net of administrative expenses). This assumption is 7.75% a year, compounded annually and consists of 3.50% long-term price inflation and a 4.25% real rate of return over price inflation. This assumption, used to equate the value of payments due at different points in time, was adopted by the Board and was first used for the December 31, 1981 valuation, although the allocation between inflation and real return has changed periodically, most recently in 2009.

Salary Increase Rates. These rates are used to project current pay amounts to those upon which a benefit will be based and were first used for the December 31, 2009 valuation.

Years of Service	Annual Rate of Salary Increase for Sample Ages			
	Inflation Component	Productivity Component	Merit and Longevity	Total
1	3.50%	0.50%	3.20%	7.20%
2	3.50	0.50	3.00	7.00
3	3.50	0.50	2.80	6.80
4	3.50	0.50	2.60	6.60
5	3.50	0.50	2.40	6.40
6	3.50	0.50	2.20	6.20
7	3.50	0.50	2.00	6.00
8	3.50	0.50	1.80	5.80
9	3.50	0.50	1.70	5.70
10	3.50	0.50	1.60	5.60
11	3.50	0.50	1.50	5.50
12	3.50	0.50	1.40	5.40
13	3.50	0.50	1.30	5.30
14	3.50	0.50	1.20	5.20
15	3.50	0.50	1.06	5.06
16	3.50	0.50	0.92	4.92
17	3.50	0.50	0.78	4.78
18	3.50	0.50	0.64	4.64
19	3.50	0.50	0.50	4.50
20	3.50	0.50	0.50	4.50
21	3.50	0.50	0.50	4.50
22	3.50	0.50	0.50	4.50
23	3.50	0.50	0.50	4.50
24	3.50	0.50	0.50	4.50
25	3.50	0.50	0.50	4.50
Over 25	3.50	0.50	0.25	4.25

The salary increase assumptions will produce 4.25% annual increases in active member payroll (the inflation and productivity base rate) given a constant active member group size. This is the same payroll growth assumption used to amortize the unfunded actuarial liability. The real rate of return over assumed wage growth is 3.50% per year.

Changes actually experienced in average pay and total payroll have been as follows:

	Year Ended					5 Year (Average) Compounded Annual Increase
	12/30/10	12/31/09	12/31/08	12/31/07	12/31/06	
Average pay	1.1%	5.5%	2.2%	3.0%	5.2%	3.4%
Total payroll	4.3%	0.8%	3.1%	3.7%	6.3%	1.9%

Mortality Table. This assumption is used to measure the probabilities of members dying before retirement and the probabilities of each pension payment being made after retirement.

Healthy Retirees

and Beneficiaries: RP-2000 Healthy Annuitant Tables (ages set forward 2 years for males, 0 for females)

Disabled Retirees: RP-2000 Disabled Table

Active Members: RP-2000 Employee Table (ages set forward 2 years for males, 0 for females)

The RP-2000 Tables are used with generational mortality.

Sample Ages(1)	Present Value of \$1 Monthly for Life		Future Life Expectancy (Years)	
	Men	Women	Men	Women
50	\$136.27	\$141.98	30.4	34.6
55	128.67	135.41	25.7	29.7
60	118.41	127.04	21.2	25.1
65	150.86	116.91	16.9	20.7
70	91.20	104.80	13.0	16.7
75	75.12	90.90	9.7	13.0
80	58.98	75.76	6.9	9.8
85	44.42	60.20	4.8	7.1

(1) Ages in 2000

This table was first used for the December 31, 2004 actuarial valuation.

Rates of Retirement and Deferred Retirement Option Plan (DROP) Elections. These rates are used to measure the probability of eligible members retiring under either the regular retirement provisions or from the Deferred Retirement Option Plan.

Percent Retiring During Year		
Retirement Age	Plan 1	Plan 2
55	15%	5%
56	15	5
57	15	5
58	15	5
59	15	5
60	40	5
61	40	5
62	20	30
63	20	30
64	20	40
65	100	40
66	N/A	30
67	N/A	30
68	N/A	30
69	N/A	30
70	N/A	100

In addition, the following assumptions would apply to members in this category:

Plan 1: 70% of members with 30 or more years of service will elect the DROP with an average DROP period of 48 months. The remaining 30% are assumed to retire immediately.

Plan 2: 70% of members with 33.33 or more years of service and are at least age 62 will elect the DROP with an average DROP period of 36 months.

All members of the retirement system were assumed to retire on or before age 70.

This assumption was first used in the December 31, 2009 actuarial valuation.

Rates of Separation from Active Membership. This assumption measures the probabilities of a member terminating employment. The rates do not apply to members who are eligible to retire.

Sample Ages	Years of Service	Probability of Terminating During Year
Any	0	25.00%
	1	19.00
	2	14.00
	3	11.00
	4	9.00
25	Over 4	9.00
30		7.00
35		5.25
40		4.00
45		3.50
50		2.50
55		1.50
60		1.50

This assumption was first used for the December 31, 2009 valuation.

Administrative Expenses. Assumed to be paid from investment earnings.

Forfeiture of Vested Benefits. The assumption is that a percentage of the actuarial present value of vested termination benefits will be forfeited by a withdrawal of accumulated contributions.

Years of Service	Percent Forfeiting
Under 15	60%
15 – 19	40%
20 – 24	20%
25 or more	0%

This table was first used for the December 31, 2004 actuarial valuation.

Rates of Disability. This assumption measures the probabilities of a member becoming disabled.

Sample Ages	% of Active Members Becoming Disabled During Next Year
25	0.02%
30	0.03
35	0.04
40	0.07
45	0.10
50	0.18
55	0.32
60	0.53

These rates were first used for the December 31, 2009 valuation.

Disabilities are assumed to be non-duty related.

Active Member Group Size. The number of active members was assumed to remain constant.

Vested Deferred Pensions. Amounts are assumed to increase during the deferral period at 4.0% per year. This assumption was first used for the December 31, 2009 valuation.

Miscellaneous and Technical Assumptions

Marriage Assumption: 70% of participants are assumed to be married for purposes of death benefits. In each case, the male was assumed to be 3 years older than the female.

Pay Increase Timing: Assumed to occur mid-year.

Decrement Timing: Decrements of all types are assumed to occur mid-year.

Eligibility Testing: Eligibility for benefits is determined based upon the age nearest birthday and service nearest whole year at the start of the year in which the decrement is assumed to occur.

Benefit Service: Service calculated to the nearest month as of the decrement date is used to determine the amount of benefit payable.

Other: The turnover decrement does not operate during retirement eligibility.

Miscellaneous Loading Factors: The calculated normal retirement benefits were increased by 4% to account for the inclusion of unused sick leave in the calculation of Service Credit. This assumption was changed with the December 31, 2004 valuation.

Plan 3 Transfer Assumption: For purposes of the valuation, Plan 3 members are assumed to transfer to Plan 2 if they acquire 7 years of service. An additional reserve is held for the difference between the market and actuarial value of assets. This assumption was changed with the December 31, 2004 valuation.

Appendix D

Glossary of Terms

Actuarial Liability	The difference between the actuarial present value of system benefits and the actuarial value of future normal costs. Also referred to as “accrued liability” or “actuarial liability”.
Actuarial Assumptions	Estimates of future experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation.
Accrued Service	Service credited under the system which was rendered before the date of the actuarial valuation.
Actuarial Equivalent	A single amount or series of amounts of equal actuarial value to another single amount or series of amounts, computed on the basis of appropriate assumptions.
Actuarial Cost Method	A mathematical budgeting procedure for allocating the dollar amount of the actuarial present value of retirement system benefit between future normal cost and actuarial liability. Sometimes referred to as the “actuarial funding method.”
Experience Gain (Loss)	The difference between actual experience and actuarial assumptions anticipated experience during the period between two actuarial valuation dates.
Actuarial Present Value	The amount of funds currently required to provide a payment or series of payments in the future. It is determined by discounting future payments at predetermined rates of interest and by probabilities of payment.
Amortization	Paying off an interest-discounted amount with periodic payments of interest and principal, as opposed to paying off with lump sum payment.
Normal Cost	The actuarial present value of retirement system benefits allocated to the current year by the actuarial cost method.
Unfunded Actuarial Liability	<p>The difference between actuarial liability and the valuation assets.</p> <p>Most retirement systems have unfunded actuarial liability. They arise each time new benefits are added and each time an actuarial loss is realized.</p> <p>The existence of unfunded actuarial liability is not in itself bad, any more than a mortgage on a house is bad. Unfunded actuarial liability does not represent a debt that is payable today. What is important is the ability to amortize the unfunded actuarial liability and the trend in its amount.</p>

R:\CLIENT\51WER\WERVERAL10 FINAL.DOC

**Police and Fire Retirement System
of Wichita, Kansas**

Actuarial Valuation as of December 31, 2010

Prepared by:
Milliman, Inc.

William V. Hogan, FSA, MAAA
Principal & Consulting Actuary

Timothy J. Herman, FSA, MAAA
Consulting Actuary

April 4, 2011

15800 Bluemound Road, Suite 100
Brookfield, WI 53005-6043
TEL +1 262 784 2250
FAX +1 262 923 3687
milliman.com

Police and Fire Retirement System of Wichita, Kansas

Actuarial Valuation Report as of December 31, 2010

Table of Contents

<u>Section</u>	<u>Page</u>
Actuarial Certification Letter	
Section 1 – Board Summary	1
Section 2 – Scope of the Report	8
Section 3 – Assets	9
Table 1 – Analysis of Net Assets at Market Value	10
Table 2 – Summary of Changes in Net Assets	11
Table 3 – Development of Actuarial Value of Assets	12
Section 4 – System Liabilities	13
Table 4 – Present Value of Future Benefits (PVFB)	14
Table 5 – Actuarial Liability	15
Table 6 – Present Value of Accrued Benefits	16
Section 5 – Employer Contributions	17
Table 7 – Derivation of Unfunded Actuarial Liability Contribution Rate	18
Table 8 – Derivation of Normal Cost Rate	19
Table 9 – Employer Contribution Rates	20
Table 10 – Historical Summary of City Contribution Rates	21
Table 11 – Derivation of System Experience Gain/(Loss)	22
Section 6 – Accounting Information	23
Table 12 – Required Supplementary Information Schedule of Funding Progress	24
Table 13 – Required Supplementary Information Schedule of Employer Contributions	25
Table 14 – Solvency Test	26
<u>Appendices</u>	
A. Summary of Membership Data	27
B. Summary of Benefit Provisions	47
C. Actuarial Cost Method and Assumptions	51
D. Glossary of Terms	56



15800 Bluemound Road
Suite 100
Brookfield, WI 53005-6043
USA

Tel +1 262 784 2250
Fax +1 262 923 3687

milliman.com

April 4, 2011

The Board of Trustees
Police and Fire Retirement System of Wichita, Kansas
City Hall, 12th Floor
455 N. Main Street
Wichita, KS 67202

Dear Members of the Board:

At your request, we have performed an annual actuarial valuation of the Police and Fire Retirement System of Wichita, Kansas as of December 31, 2010 for determining the contribution rate for fiscal year 2012. The major findings of the valuation are contained in this report. This report reflects the benefit provisions in effect as of December 31, 2010. There were no changes in the actuarial methods or assumptions from the prior valuation.

In preparing this report, we relied, without audit, on information (some oral and some written) supplied by the System's staff. This information includes, but is not limited to, plan provisions, member data and financial information. In our examination of these data, we have found them to be reasonably consistent and comparable with data used for other purposes. Since the valuation results are dependent on the integrity of the data supplied, the results can be expected to differ if the underlying data is incomplete or missing. It should be noted that if any data or other information is inaccurate or incomplete, our calculations may need to be revised.

On the basis of the foregoing we hereby certify that, to the best of our knowledge and belief, this report is complete and accurate and has been prepared in accordance with generally recognized and accepted actuarial principles and practices which are consistent with the principles prescribed by the Actuarial Standards Board (ASB) and the Code of Professional Conduct and Qualification Standards for Public Statements of Actuarial Opinion of the American Academy of Actuaries.

We further certify that all costs, liabilities, rates of interest and other factors for the System have been determined on the basis of actuarial assumptions and methods which are individually reasonable (taking into account the experience of the System and reasonable expectations of future experience); and which, in combination, offer our best estimate of anticipated experience affecting the System. Nevertheless, the emerging costs will vary from those presented in this report to the extent actual experience differs from that projected by the actuarial assumptions. The Board of Trustees has the final decision regarding the appropriateness of the assumptions and adopted them as outlined in Appendix C.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the System's funded status); and changes in plan provisions or applicable law. Due to the limited scope of our assignment, we did not perform an analysis of the potential range of future measurements.

Actuarial computations presented in this report are for purposes of determining the actuarial contribution rates for funding the System. Actuarial computations presented in this report under GASB Statements No. 25, 27, and 50 are for purposes of fulfilling financial accounting requirements. The computations prepared for these two purposes may differ as disclosed in our report. The calculations in the enclosed report have been made on a basis consistent with our understanding of the System's funding requirements and goals, and of GASB Statements No. 25, 27, and 50. Determinations for purposes other than these requirements may be significantly different from the results contained in this report. Accordingly, additional determinations may be needed for other purposes.

Milliman's work product was prepared exclusively for the Police and Fire Retirement System of Wichita, Kansas for a specific and limited purpose. It is a complex, technical analysis that assumes a high level of knowledge concerning the Police and Fire Retirement System of Wichita, Kansas operations, and uses data from the Police and Fire Retirement System of Wichita, Kansas, which Milliman has not audited. It is not for the use or benefit of any third party for any purpose. Any third party recipient of Milliman's work product who desires professional guidance should not rely upon Milliman's work product, but should engage qualified professionals for advice appropriate to its own specific needs.

Any distribution of the enclosed report must be in its entirety including this cover letter, unless prior written consent is obtained from Milliman, Inc. This report has been prepared in accordance with the terms and provisions of the Consulting Services Agreement effective August 15, 2007.

We would like to express our appreciation to Barbara Davis, Pension Manager, and to members of her staff, who gave substantial assistance in supplying the data on which this report is based.

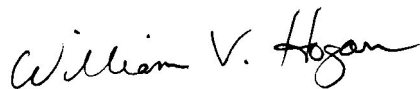
I, William V. Hogan, FSA, am an actuary for Milliman, Inc. I am a member of the American Academy of Actuaries and a Fellow of the Society of Actuaries, and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

I, Timothy J. Herman, FSA, am an actuary for Milliman, Inc. I am a member of the American Academy of Actuaries and a Fellow of the Society of Actuaries, and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained herein.

We herewith submit the following report and look forward to discussing it with you.

Respectfully Submitted,

MILLIMAN, INC.



William V. Hogan, FSA, MAAA
Principal & Consulting Actuary



Timothy J. Herman, FSA, MAAA
Consulting Actuary

WVH/TJH/bh

Section 1

Board Summary

OVERVIEW

This report presents the results of the December 31, 2010 actuarial valuation of the Police and Fire Retirement System of Wichita, Kansas (WPF). The primary purposes of performing a valuation are to:

- estimate the liabilities for the benefits provided by the System,
- determine the employer contribution rates required to fund the System on an actuarial basis,
- disclose certain asset and liability measures as of the valuation date,
- monitor any deviation between actual plan experience and experience projected by the actuarial assumptions, so that recommendations for assumption changes can be made when appropriate,
- analyze and report on any significant trends in contributions, assets and liabilities over the past several years.

There were no changes in the benefit provisions, actuarial assumptions, or actuarial methods from the last valuation.

The System had an unfunded actuarial liability of \$39.4 million in the December 31, 2009 valuation, which has decreased in the December 31, 2010 valuation to an unfunded actuarial liability of \$39.0 million. A detailed analysis of the change in the unfunded actuarial liability from December 31, 2009 to December 31, 2010 is shown on page 3. The actuarial valuation results provide a “snapshot” view of the Plan’s financial condition on December 31, 2010. The valuation results reflect net favorable experience for the past plan year as demonstrated by an unfunded actuarial liability that was lower than expected based on the actuarial assumptions used in the December 31, 2009 actuarial valuation. Unfavorable experience on the actuarial value of assets resulted in a loss of \$10.1 million and favorable experience on liabilities resulted in a gain of \$12.1 million. Net experience was an actuarial gain of \$2.0 million.

The Plan uses an asset smoothing method in the valuation process. As a result, the plan’s funded status and the actuarial contribution rate are based on the actuarial (smoothed) value of assets – not the market value. Investment gain in 2009 reduced the deferred (unrecognized) loss from \$58 million to \$30 million in the December 31, 2010 valuation. Due to the magnitude of the deferred loss, there was a loss on the actuarial value of assets this year despite a return on market value of 13%. The loss recognized in the December 31, 2010 valuation was less than it would have been if the rate of return in 2010 had been lower. However, as of December 31, 2010, the actuarial value of assets exceeds the market value by about \$30 million or 7%, so there are still significant deferred investment losses. Actual returns over the next few years will determine if and how, the \$30 million of deferred investment loss is recognized. For example, a return of 15% on the market value of assets in 2011 would be necessary to attain a return of 7.75% on the actuarial value of assets.

In the following pages the change in the assets, liabilities, and contributions of the Plan over the last year are discussed in more detail.

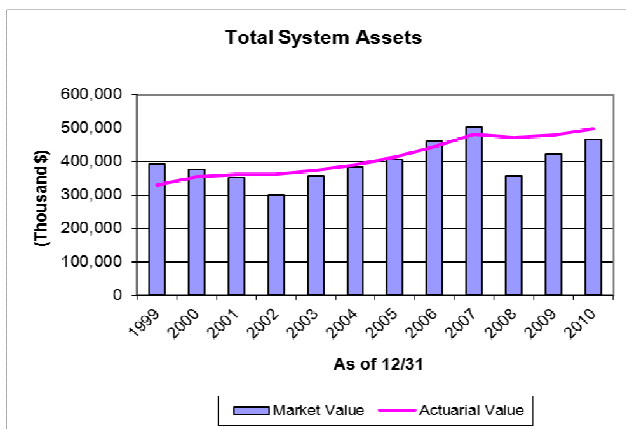
ASSETS

As of December 31, 2010, the System had total assets, when measured on a market value basis, of \$467 million. This was an increase of \$45 million from the December 31, 2009 figure of \$422 million. The market value of assets is not used directly in the calculation of the City's contribution rate. An asset valuation method, which smoothes the effect of market fluctuations, is used to determine the value of assets used in the valuation, called the "actuarial value of assets". The actuarial value of assets is equal to the expected value (calculated using the actuarial assumed rate of 7.75%) plus 25% of the difference between the market and expected value. See Table 3 on page 13 for a detailed development of the actuarial value of assets. Because part of the deferred investment loss from 2008 was recognized this year, the rate of return on the actuarial value of assets was 6%. Even with strong returns in 2010, the actuarial value of assets remains 7% higher than the actual market value.

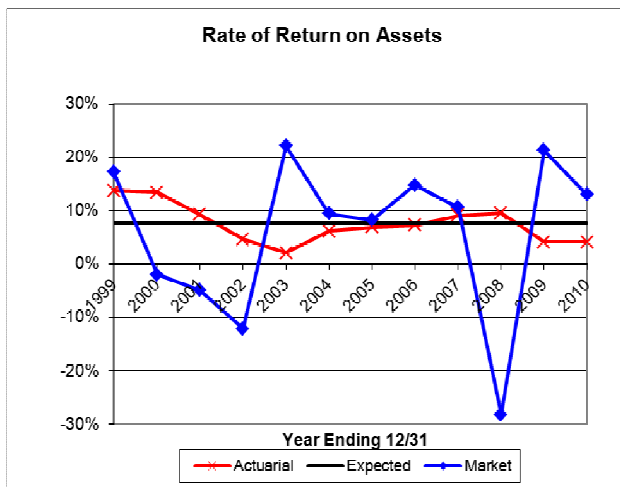
The components of the change in the market and actuarial value of assets for the Retirement System (in millions) are set forth below:

	Market Value (\$M)	Actuarial Value (\$M)
Assets, December 31, 2009	\$422.4	\$480.6
▪ City and Member Contributions	17.6	17.6
▪ Benefit Payments and Refunds	(27.0)	(27.0)
▪ Investment Income (net of expenses)	54.5	26.7
Assets, December 31, 2010	\$467.5	\$497.9

The unrecognized investment losses represent about 7% of the market value of assets. Unless offset by future investment gains or other favorable experience, the recognition of the \$30 million loss is expected to have an impact on the future funded ratio and actuarial contribution requirement. If the deferred losses were recognized immediately in the actuarial value of assets, the funded percentage would decrease from 93% to 87% and the actuarially determined contribution rate would increase from 22.0% to 25.3%. On a positive note, these numbers are much improved since last year as the chart below indicates.



The actuarial value of assets has both been greater than and less than the market value of assets during this period, which is expected when using a smoothing method.



The rate of return on the actuarial value of assets has been less volatile than the market value return, which is the main reason for using an asset smoothing method.

LIABILITIES

The actuarial liability is that portion of the present value of future benefits that will not be paid by future employer normal costs or member contributions. The difference between this liability and asset values at the same date is referred to as the unfunded actuarial liability (UAL), or (surplus) if the asset value exceeds the actuarial liability. The unfunded actuarial liability will be reduced if the employer's contributions exceed the employer's normal cost for the year, after allowing for interest earned on the previous balance of the unfunded actuarial liability. Benefit improvements, experience gains and losses, and changes in actuarial assumptions and procedures will also impact the total actuarial liability and the unfunded portion thereof.

The Actuarial Liability and Unfunded Actuarial Liability for the System as of December 31, 2010 are:

Actuarial Liability	\$536,908,438
Actuarial Value of Assets	497,925,786
Unfunded Actuarial Liability/(Surplus)	38,982,652

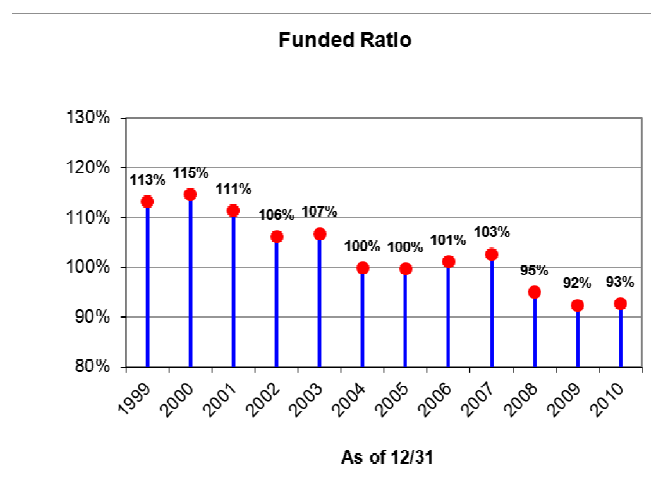
Between December 31, 2009 and December 31, 2010 the change in the unfunded actuarial liability for the System was as follows (in millions):

Change in Unfunded Actuarial Liability		\$(M)
UAL, December 31, 2009		\$39.4
+ Normal cost for year		15.6
+ Assumed investment return for year		4.3
- Actual contributions (member + City)		17.6
- Assumed investment return on contributions		0.7
= Expected Unfunded Actuarial Liability, December 31, 2010		41.0
+ Change from amendments		0.0
+ Change from assumption changes		0.0
= Expected UAL after changes		41.0
Actual UAL, December 31, 2010		39.0
Experience gain/(loss) (Expected UAL – Actual UAL)		\$ 2.0

The experience gain for the 2010 plan year of \$2.0 million reflects the combined impact of an actuarial loss of about \$10.1 million on System assets (actuarial value), and an actuarial gain of about \$12.1 million on System liabilities.

Analysis of the unfunded actuarial liability strictly as a dollar amount can be misleading. Another way to evaluate the unfunded actuarial liability and the progress made in its funding is to track the funded status, the ratio of the actuarial value of assets to the actuarial liability. This information for recent years is shown below (in millions). Historical information is shown in the graph following the chart.

	12/31/06	12/31/07	12/31/08	12/31/09	12/31/10
Actuarial Liability (\$M)	\$439.2	\$468.1	\$496.6	\$519.9	\$536.9
Actuarial Value of Assets (\$M)	444.5	480.8	472.3	480.6	497.9
Funded Ratio (Actuarial Value)	101.2%	102.7%	95.1%	92.4%	92.7%
Funded Ratio (Market Value)	104.9%	107.6%	71.7%	81.2%	87.1%



Over the past decade, the funded status of the Retirement System has both improved and declined. The assumption changes and actuarial loss in 2004 caused the funded ratio to decline sharply. The strong asset performance in 2006 and 2007 returned the System to a surplus funded situation. The significant decline in the stock market in 2008 again dropped the funded ratio. The rebound of the stock market in 2009 and 2010 has helped stabilize the System's funded status.

As mentioned earlier in this report, due to the asset smoothing method there is currently about \$30 million difference between the actuarial value and the market value of assets. To the extent there is not favorable investment experience to offset the deferred losses, the \$30 million loss will be recognized in future years and the System's funded status will decline. The System's funded status will be heavily dependent on investment returns in the next few years. The positive returns of 2009 and 2010 have helped partially stabilize this issue.

CONTRIBUTION RATES

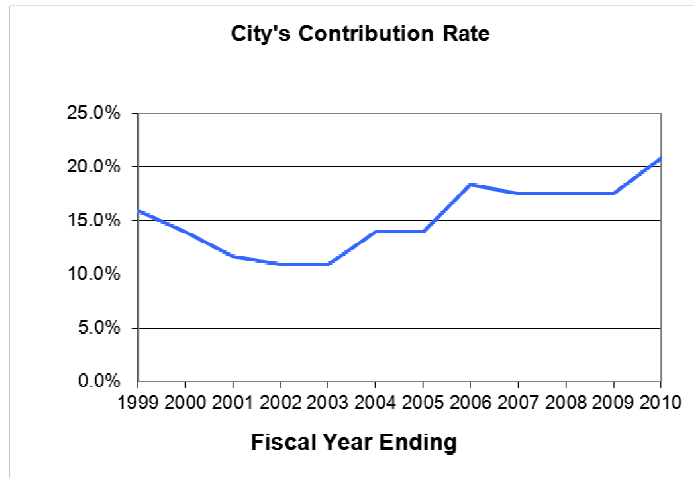
Generally, contributions to the System consist of:

- a "normal cost" for the portion of projected liabilities allocated to service of members during the year following the valuation date, by the actuarial cost method, and
- an "unfunded actuarial liability or (surplus) contribution" for the excess of the portion of projected liabilities allocated to service to date over the actuarial value of assets.

Contribution rates are computed with the objective of developing costs that are level as a percentage of covered payroll. The contribution rate for fiscal year 2012 is based on the December 31, 2010 actuarial valuation results.

As of December 31, 2010, the actuarial liability exceeds the actuarial value of assets so an unfunded actuarial liability (UAL) exists. In accordance with State statutes, the UAL is to be amortized over a rolling 20-year period. Amortization of the UAL results in a contribution to fund the UAL in addition to the normal cost rate. This valuation indicates the City's contribution should be 22.0% of pay (17.8% employer normal cost rate plus 4.2% UAL contribution).

A summary of the City's historical contribution rate for the system is shown below:



The City's Contribution Rate will be 22.0% and 22.0% for the Fiscal Year Ending 12/31/2011 and 12/31/2012, respectively.

COMMENTS

The stock market losses in 2008 are still impacting most public retirement plans. The December 31, 2010 valuation reflected a loss on the actuarial value of assets despite a return on market value of 21% for 2009 and 13% for 2010, due to the use of an asset smoothing method, which smoothes out the peaks and valleys of investment returns. The System utilizes an asset smoothing method that determines the actuarial value of assets as 75% of the expected value (using the 7.75% actuarial assumed rate of return) and 25% of actual market value. Because part of the 2008 deferred loss was recognized this year, the rate of return on the actuarial value of assets for the 2010 plan year was about 6% despite a return on market value of 13%.

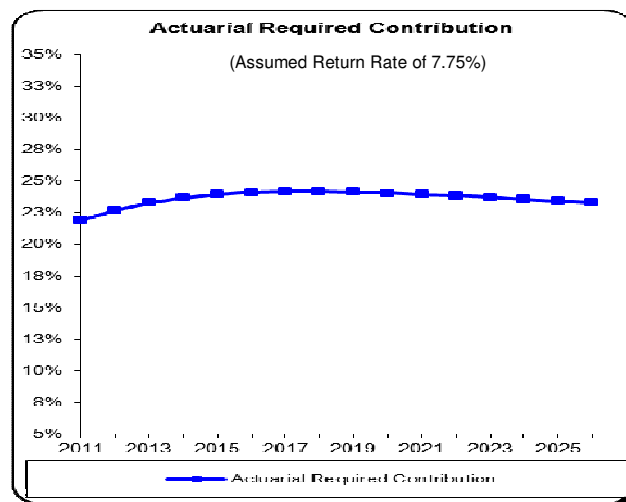
Given the size of the deferred investment loss (\$30M), the System's funded status could decrease and the actuarial contribution rate increase in future valuations absent favorable experience to offset the impact of the deferred losses. The City should be prepared for higher contribution rates in the next few years, and perhaps longer depending on future rates of return. The positive returns in 2009 and 2010 have partially helped stabilize this issue.

While the use of an asset smoothing method is a common procedure for public retirement systems, it is important to identify the potential impact of the deferred (unrecognized) investment experience. The key valuation results from the December 31, 2010 actuarial valuation are shown on the following page using both the actuarial value of assets and the pure market value.

	Using Actuarial Value of Assets	Using Market Value of Assets
Actuarial Liability	\$536,908,438	\$536,908,438
Asset Value	497,925,786	467,487,721
Unfunded Actuarial Liability	38,982,652	69,420,717
Funded Ratio	92.7%	87.1%
Normal Cost Rate	24.8%	24.8%
UAL Contribution Rate	<u>4.2%</u>	<u>7.5%</u>
Total Contribution Rate	29.0%	32.3%
Employee Contribution Rate	<u>(7.0%)</u>	<u>(7.0%)</u>
Employer Contribution Rate	22.0%	25.3%

The asset smoothing method impacts only the timing of recognizing the actual market experience on the assets. Due to deferred investment experience from 2008, the actuarial value of assets exceeds the pure market value by 7%, despite strong returns in 2009 and 2010. If there are not higher returns than 7.75% consistently over the next few years, the \$30 million of deferred investment experience will be recognized and the ultimate impact on the employer contribution rate can be expected to be similar to the column shown above using market value of assets.

The following graph shows the expected increase in the employer contribution rate in future years if 7.75% is earned in all future years and the full actuarial contribution rate is made by the City in all future years.



Valuation Date 12/31

SUMMARY OF PRINCIPAL RESULTS

	12/31/2010 <u>Valuation</u>	12/31/2009 <u>Valuation</u>	% <u>Change</u>
1. PARTICIPANT DATA			
Number of:			
Active Members			
Police	628	641	(2.0)%
Fire	461	459	0.4%
Total	<u>1,089</u>	<u>1,100</u>	(1.0)%
Retired Members and Beneficiaries	892	873	2.2%
Inactive Members	35	36	(2.8)%
Total Members	2,016	2,009	0.3%
Annual Valuation Payroll of Active Members			
Police	\$ 38,591,483	\$ 38,810,793	(0.6)%
Fire	25,505,372	25,483,123	0.1%
Total	<u>64,096,855</u>	<u>64,293,916</u>	(0.3)%
Annual Retirement Payments for Retired Members and Beneficiaries	\$ 22,570,141	\$ 21,357,571	5.7%
2. ASSETS AND LIABILITIES			
Total Actuarial Liability	\$ 536,908,438	\$ 519,934,254	3.3%
Market Value of Assets	467,487,721	422,379,231	10.7%
Actuarial Value of Assets	497,925,786	480,555,562	3.6%
Unfunded Actuarial Liability/(Surplus)	\$ 38,982,652	\$ 39,378,692	(1.0)%
Funded Ratio	92.7%	92.4%	0.3%
3. EMPLOYER CONTRIBUTION RATES AS A PERCENT OF PAYROLL			
Normal Cost	24.8%	24.7%	0.4%
Member Financed	7.0%	7.0%	0.0%
Employer Normal Cost	17.8%	17.7%	0.6%
Amortization of Unfunded Actuarial Liability or (Surplus)	4.2%	4.3%	(2.3)%
Employer Contribution Rate	22.0%	22.0%	0.0%

Section 2

Scope of the Report

This report presents the actuarial valuation of the Police and Fire Retirement System of Wichita, Kansas (WPF) as of December 31, 2010. This valuation was prepared at the request of the System's Board of Trustees. The report is based on plan provisions and actuarial assumptions that are unchanged from last year.

Please pay particular attention to our cover letter, where the guidelines employed in the preparation of this report are outlined. We also comment on the sources and reliability of both the data and the actuarial assumptions upon which our findings are based. Those comments are the basis for our certification that this report is complete and accurate to the best of our knowledge and belief.

A summary of the findings resulting from this valuation is presented in the previous section. Section 3 describes the assets and investment experience of the System. Sections 4 and 5 describe how the obligations of the System are to be met under the actuarial cost method in use. Section 6 includes the information required for the financial reporting standards established by the Governmental Accounting Standards Board (GASB).

This report includes several appendices:

- Appendix A Schedules of valuation data classified by various categories of members.
- Appendix B A summary of the current benefit structure, as determined by the provisions of governing law on the valuation date.
- Appendix C A summary of the actuarial methods and assumptions used to estimate liabilities and determine contribution rates.
- Appendix D A glossary of actuarial terms.

Section 3

Assets

In many respects, an actuarial valuation can be thought of as an inventory process. The inventory is taken as of the actuarial valuation date, which for this valuation is December 31, 2010. On that date, the assets available for the payment of benefits are appraised. The assets are compared with the liabilities of the System. The actuarial process then leads to a method of determining the contributions needed by members and the employer in the future to balance the System assets and liabilities.

Market Value of Assets

The current market value represents the “snapshot” or “cash-out” value of System assets as of the valuation date. In addition, the market value of assets provides a basis for measuring investment performance from time to time. At December 31, 2010, the market value of assets for the System was \$467 million. Table 1 is a comparison, at market values, of System assets as of December 31, 2010, and December 31, 2009, in total and by investment category. Table 2 summarizes the change in the market value of assets from December 31, 2009 to December 31, 2010.

Actuarial Value of Assets

Neither the market value of assets, representing a “cash-out” value of System assets, nor the book values of assets, representing the cost of investments, may be the best measure of the System’s ongoing ability to meet its obligations.

To arrive at a suitable value for the actuarial valuation, a technique for determining the actuarial value of assets is used which dampens swings in the market value while still indirectly recognizing market values. This methodology, first adopted for the December 31, 2002 valuation, smoothes market experience by recognizing 25% of the difference between expected value (based on the actuarial assumption) and market value. Table 3 shows the development of the actuarial value of assets (AVA) as of December 31, 2010.

TABLE 1
Analysis of Net Assets at Market Value

	As of December 31, 2010			As of December 31, 2009		
	Amount	% of		Amount	% of	
	(\$ Millions)	Total		(\$ Millions)	Total	
Cash and Equivalents	\$ 0.3	0.1 %		\$ 0.2	0.0 %	
Government Securities	36.3	7.8		28.5	6.7	
Corporate Debt	50.4	10.8		48.4	11.5	
Mortgage Backed Securities	47.5	10.2		51.7	12.2	
Pooled Funds	80.4	17.2		62.1	14.7	
Domestic Equity	172.4	36.9		144.7	34.3	
International Equity	78.4	16.8		79.1	18.7	
Real Estate	13.9	3.0		13.3	3.1	
Securities Lending Collateral Pool	55.7	11.9		67.3	15.9	
Other	0.3	0.0		0.4	0.1	
Receivables	18.5	4.0		6.2	1.5	
Liabilities	(86.6)	(18.5)		(79.5)	(18.8)	
Total	\$ 467.5	100.0 %⁽¹⁾		\$ 422.4	100.0 %⁽¹⁾	

(1) Numbers may not add to 100% due to rounding.

TABLE 2
Summary of Changes in Net Assets
During Year Ended December 31, 2010

(Market Value)

1. Market Value of Assets as of December 31, 2009	\$ 422,379,231
2. Contributions:	
a. Members	\$ 4,467,983
b. City	13,119,984
c. Total [2(a) + 2(b)]	\$ 17,587,967
3. Investment Income:	
a. Interest and Dividends	\$ 11,300,331
b. Net Appreciation in Fair Value	45,661,526
c. Commission Recapture	13,716
d. Net Securities Lending Income	183,778
e. Total [3(a) + 3(b) + 3(c) + 3(d)]	\$ 57,159,351
4. Expenditures:	
a. Refunds of Member Contributions	\$ 492,380
b. Benefits Paid:	
(1) Pension and Death Benefits	22,169,940
(2) BackDROP Payments	4,296,127
c. Administrative Expenses	484,728
d. Investment Expenses	2,195,653
e. Total [4(a) + 4(b) + 4(c) + 4(d)]	\$ 29,638,828
5. Net Change: [2(c) + 3(e) - 4(e)]	\$ 45,108,490
6. Market Value of Assets as of December 31, 2010 (1) + (5)	\$ 467,487,721

TABLE 3
Development of Actuarial Value of Assets
as of December 31, 2010

1. Actuarial Value of Assets as of December 31, 2009	\$ 480,555,562
2. Actual Contribution/Disbursements	
a. Contributions	\$ 17,587,967
b. Benefit Payments and Refunds	<u>(26,958,447)</u>
c. Net: (a + b)	\$ (9,370,480)
3. Expected Value of Assets as of December 31, 2010 $[(1) \times 1.0775] + [(2c) \times (1.0775)^5]$	\$ 508,071,807
4. Market Value of Assets as of December 31, 2010	\$ 467,487,721
5. Difference Between Market and Expected Values (4) – (3)	\$ (40,584,086)
6. Actuarial Value of Assets as of December 31, 2010 (3) + [(5) x 25%]	\$ 497,925,786
7. Actuarial Value of Assets divided by Market Value of Assets (6) / (4)	106.5%
8. Market Value of Assets less Actuarial Value of Assets (4)-(6)	\$ (30,438,065)

Section 4

System Liabilities

In the previous section, an actuarial valuation was compared with an inventory process, and an analysis was given of the inventory of assets of the System as of the valuation date, December 31, 2010. In this section, the discussion will focus on the commitments of the System, which are referred to as its liabilities.

Table 4 contains an analysis of the actuarial present value of all future benefits (PVFB) for contributing members, inactive members, retirees and their beneficiaries.

The liabilities summarized in Table 4 include the actuarial present value of all future benefits expected to be paid with respect to each member. For an active member, this value includes the measurement of both benefits already earned and future benefits to be earned. For all members, active and retired, the value extends over benefits earnable and payable for the rest of their lives and for the lives of the surviving beneficiaries.

All liabilities reflect the benefit provisions in place as of December 31, 2010.

Actuarial Liability

A fundamental principle in financing the liabilities of a retirement program is that the cost of its benefits should be related to the period in which benefits are earned, rather than to the period of benefit distribution. An actuarial cost method is a mathematical technique that allocates the present value of future benefits into annual costs. In order to do this allocation, it is necessary for the funding method to “breakdown” the present value of future benefits into two components:

- (1) that which is attributable to the past and
- (2) that which is attributable to the future.

Actuarial terminology calls the part attributable to the past the “past service liability” or the “actuarial liability”. The portion allocated to the future is known as the present value of future normal costs, with the specific piece of it allocated to the current year being called the “normal cost”. Table 5 contains the calculation of actuarial liability for the System. The Entry Age Normal actuarial cost method is used to develop the actuarial liability.

TABLE 4
Present Value of Future Benefits (PVFB)
as of December 31, 2010

	Plans		
	<u>A and B</u>	<u>Plan C</u>	<u>Total</u>
1. Active employees			
a. Retirement Benefit	\$ 17,664,749	\$ 337,536,332	\$ 355,201,081
b. Pre-Retirement Death Benefit	22,605	5,135,246	5,157,851
c. Withdrawal Benefit	0	12,902,942	12,902,942
d. Disability Benefit	139,041	55,595,650	55,734,691
e. Total	\$ 17,826,395	\$ 411,170,170	\$ 428,996,565
2. Inactive Vested Members	\$ 0	\$ 9,160,613	\$ 9,160,613
3. In Pay Members			
a. Retirees	\$ 153,599,881	\$ 37,380,001	\$ 190,979,882
b. Disabled Members	17,936,418	25,827,019	43,763,437
c. Beneficiaries	21,291,433	5,498,312	26,789,745
d. Total	\$ 192,827,732	\$ 68,705,332	\$ 261,533,064
4. Total Present Value of Future Benefits (1e) + (2) + (3d)	\$ 210,654,127	\$ 489,036,115	\$ 699,690,242

TABLE 5
Actuarial Liability
as of December 31, 2010

	<u>Plans</u> <u>A and B</u>	<u>Plan C</u>	<u>Total</u>
1. Active employees			
a. Present Value of Future Benefits	\$ 17,826,395	\$ 411,170,170	\$ 428,996,565
b. Present Value of Future Normal Costs	759,458	162,022,346	162,781,804
c. Actuarial Liability (1a) - (1b)	\$ <u>17,066,937</u>	\$ <u>249,147,824</u>	\$ <u>266,214,761</u>
2. Inactive Vested Members	\$ 0	\$ 9,160,613	\$ 9,160,613
3. In Pay Members			
a. Retirees	\$ 153,599,881	\$ 37,380,001	\$ 190,979,882
b. Disabled Members	17,936,418	25,827,019	43,763,437
c. Beneficiaries	21,291,433	5,498,312	26,789,745
d. Total	\$ <u>192,827,732</u>	\$ <u>68,705,332</u>	\$ <u>261,533,064</u>
4. Total Actuarial Liability (1c) + (2) + (3d)	\$ 209,894,669	\$ 327,013,769	\$ 536,908,438

TABLE 6

**Present Value of Accrued Benefits
as of December 31, 2010**

The present value of accrued benefits for the System reflects the benefits earned based on service, earnings, and the System provisions as of the valuation date. It also reflects the on-going nature of the System by using the same actuarial assumptions as are used for funding purposes. Further, because the System provides that the accrued benefits of deferred vested members are indexed until benefits begin, the present value of the accrued benefit liability for active members reflects this provision from the assumed termination of employment to the assumed benefit commencement date.

	<u>Plans A and B</u>	<u>Plan C</u>	<u>Total</u>
1. Active Members	\$ 17,280,273	\$ 195,452,033	\$ 212,732,306
2. Inactive Vested Members	\$ 0	\$ 9,160,613	\$ 9,160,613
3. In Pay Members			
a. Disabled Members	\$ 17,936,418	\$ 25,827,019	\$ 43,763,437
b. Retirees	153,599,881	37,380,001	190,979,882
c. Beneficiaries	21,291,433	5,498,312	26,789,745
d. Total	<u>\$ 192,827,732</u>	<u>\$ 68,705,332</u>	<u>\$ 261,533,064</u>
4. Total	\$ 210,108,005	\$ 273,317,978	\$ 483,425,983
5. Market Value of Assets*	\$ 203,180,871	\$ 264,306,850	\$ 467,487,721
6. Funded Ratio (5)/(4)	97%	97%	97%

* Split of assets between Plans A and B and Plan C is in proportion to the liabilities for illustrative purposes only.

Section 5

Employer Contributions

The previous two sections were devoted to a discussion of the assets and liabilities of the System. A comparison of Tables 3 and 4 indicates that current assets fall short of meeting the present value of future benefits (total liability). This is expected in all but a completely closed fund, where no further contributions are anticipated. In an active system, there will almost always be a difference between the actuarial value of assets and total liabilities. This deficiency has to be made up by future contributions and investment returns. An actuarial valuation sets out a schedule of future contributions that will deal with this deficiency in an orderly fashion.

The method used to determine the incidence of the contributions in various years is called the actuarial cost method. Under an actuarial cost method, the contributions required to meet the difference between current assets and current liabilities are allocated each year between two elements: (1) the normal cost rate and (2) the unfunded actuarial liability contribution rate.

The term “fully funded” is often applied to a system in which contributions at the normal cost rate are sufficient to pay for the benefits of existing employees as well as for those of new employees. More often than not, systems are not fully funded, either because of past benefit improvements that have not been completely funded or because of actuarial deficiencies that have occurred because experience has not been as favorable as anticipated. Under these circumstances, an unfunded actuarial liability (UAL) exists. Likewise, when the actuarial value of assets is greater than the actuarial liability, a surplus exists.

Description of Contribution Rate Components

The Entry Age Normal (EAN) actuarial cost method is used for the valuation. Under this method, the normal cost for each year from entry age to assumed exit age is a constant percentage of the member's year by year projected compensation. The portion of the present value of future benefits not provided by the present value of future normal costs is the actuarial liability. The unfunded actuarial liability/(surplus) represents the difference between the actuarial liability and the actuarial value of assets as of the valuation date. The unfunded actuarial liability is calculated each year and reflects experience gains/losses.

In general, contributions are computed in accordance with a level percent-of-payroll funding objective. The contribution rates based on this December 31, 2010 actuarial valuation will be used to determine employer contribution rates to the Police and Fire Retirement System of Wichita, Kansas for fiscal year 2012. In this context, the term “contribution rate” means the percentage, which is applied to a particular active member payroll to determine the actual employer contribution amount (i.e., in dollars) for the group.

As of December 31, 2010, the valuation assets were less than the actuarial liability so an unfunded actuarial liability exists. State statutes require any unfunded actuarial liability in municipal police and fire retirement systems to be amortized over a rolling 20-year period. The amortization of the UAL results in an employer contribution that is more than the employer normal cost rate.

Contribution Rate Summary

In Table 6, the amortization payment related to the unfunded actuarial liability/(surplus), as of December 31, 2010, is developed. Table 7 develops the normal cost rate for the System. The derivation of the contribution rate for the City is shown in Table 8. Table 9 shows the historical summary of the City's contribution rates. Table 10 develops the experience gain/(loss) for the year ended December 31, 2010.

The rates shown in this report are based on the actuarial assumptions and cost methods described in Appendix C.

TABLE 7
Derivation of Unfunded Actuarial Liability Contribution Rate

1. Actuarial Liability	\$ 536,908,438
2. Actuarial Value of Assets	\$ 497,925,786
3. Unfunded Actuarial Liability/(Surplus)	\$ 38,982,652
4. Payment (Adjusted to Mid-Year) to Amortize Unfunded Actuarial Liability/(Surplus) Over 20 Years *	\$ 2,774,441
5. Total Projected Payroll for the Year	\$ 65,523,166
6. Amortization Payment as a Percent of Payroll	4.2%

* The UAL is amortized as a level percent of payroll over a rolling 20 year period.

TABLE 8
Derivation of Normal Cost Rate

Normal Cost at December 31, 2010		
Service pensions	\$	10,841,344
Disability pensions		3,546,648
Survivor pensions		346,767
Termination benefits		
- Deferred service pensions		576,620
- Return of member contributions		401,822
Total Normal Cost	\$	<u>15,713,201</u>
Covered Payroll for Members Under		
Certain Retirement Age	\$	63,460,583*
Total Normal Cost Rate for Year		24.8%

*Effective with the 12/31/05 valuation, this amount includes payroll for all Plan A members who are past certain retirement age under Plan A assumptions, but not under Plan C assumptions.

TABLE 9

Employer Contribution Rates for Fiscal Year Commencing in 2012

	Contribution Requirements as % of Payroll	
Normal Cost		
Service pensions	17.2	%
Disability pensions	5.6	%
Survivor pensions	0.5	%
Termination benefits		
- Deferred service pensions	0.9	%
- Return of member contributions	0.6	%
Total Normal Cost	24.8	%
Unfunded Actuarial Liability		
Retired members and beneficiaries (1)	0.0	%
Active and former members (2)	4.2	%
Total UAL Contribution	4.2	%
Total Contribution Requirement		
Member Financed Portion (3)	7.0	%
City Financed Portion	22.0	%
Total	29.0	%

(1) Actuarial value of assets exceeds the actuarial liability for retirees and beneficiaries as of December 31, 2010.

(2) The unfunded actuarial liability is amortized as a level percent of active member payroll over a rolling 20-year period.

(3) The weighted average of member contribution rates: 8.0% for Plan A and 7.0% for Plan C.

TABLE 10

Historical Summary of City Contribution Rates

Contribution rates are computed in accordance with a level percent of payroll funding objective. As of December 31, 2010, the actuarial value of assets is less than actuarial liabilities resulting in an unfunded actuarial liability (UAL). The UAL is amortized over a rolling 20-year period.

Valuation Date	Fiscal Year	City Contributions as Percents of Active Member Pensionable Payroll	
		Funding Objective	Amortization (Credit)/Payment
11/30/91	1993	22.9%	- %
11/30/92	1994	23.3	-
11/30/93	1995	22.7	-
11/30/94	1996	22.6	-
12/31/95	1997	18.3 ⁽¹⁾	-
12/31/96	1998	17.5	-
12/31/97	1999	15.2 – 15.9	(0.7)
12/31/98	2000	12.3 – 15.9	(3.6)
12/31/99 ⁽²⁾	2001	9.6 – 16.8	(7.2)
12/31/00	2002	8.2 – 16.8	(8.7)
12/31/01	2003	10.0 – 16.8	(6.8)
12/31/02	2004	14.0 – 17.0	(3.0)
12/31/03	2005	13.6 – 17.0	(3.4)
12/31/04 ⁽³⁾	2006	18.4	0.1
12/31/05	2007	17.5	0.2
12/31/06	2008	16.8 – 17.5	(0.7)
12/31/07	2009	16.0 – 17.5	(1.5)
12/31/08	2010	20.8	2.7
12/31/09 ⁽⁴⁾	2011	22.0	4.3
12/31/10	2012	22.0%	4.2%

(1) Reflects allocation of assets to fully fund retired life liabilities.

(2) Includes benefit provision and assumption changes and 1% decrease in member contribution rate.

(3) Reflects assumption changes and elimination of surplus assets.

(4) Reflects assumption changes.

TABLE 11

Derivation of System Experience Gain/(Loss)

	(\$M) Year Ended <u>12/31/10</u>
(1) UAL* at start of year	39.4
(2) + Normal cost for year	15.6
(3) + Assumed investment return on (1) & (2)	4.3
(4) - Actual contributions (member + City)	17.6
(5) - Assumed investment return on (4)	0.7
(6) = Expected UAL at end of year	41.0
(7) + Increase (decr.) from amendments	0.0
(8) + Increase (decr.) from assumption change	0.0
(9) = Expected UAL after changes	41.0
(10) = Actual UAL at year end	39.0
(11) = Experience gain (loss) (9) – (10)	2.0**
(12) = Percent of beginning of year AL	0.4%

* Unfunded Actuarial Liability/(Surplus)

** Of this amount, \$10.1 million of the experience loss is due to an experience loss on the actuarial value of assets and \$12.1 million represents an experience gain on liabilities.

Section 6

Accounting Information

The actuarial liability is a measure intended to help the reader assess (i) a retirement system's funded status on an on-going concern basis, and (ii) progress being made toward accumulating the assets needed to pay benefits as due. Allocation of the actuarial present value of projected benefits between past and future service was based on service using the Entry Age Normal actuarial cost method. Assumptions, including projected pay increases, were the same as used to determine the System's level percent of payroll annual required contribution between entry age and assumed exit age. Entry age was established by subtracting credited service from current age on the valuation date.

The preceding methods comply with the financial reporting standards established by the Governmental Accounting Standards Board.

The Entry Age Normal actuarial liability was determined as part of an actuarial valuation of the plan as of December 31, 2010. Significant actuarial assumptions used in determining the actuarial liability include:

- (a) a rate of return on the investment of present and future assets of 7.75% per year compounded annually,
- (b) projected salary increases of 4.00% per year compounded annually, (3.50% attributable to inflation, and 0.50% attributable to productivity),
- (c) additional projected salary increases of 1.0% to 2.75% per year attributable to seniority/merit, and
- (d) the assumption that benefits will increase 2.0% per year of retirement, non-compounded commencing 36 months after retirement.

Actuarial Liability:

Active members	\$266,214,761
Retired members and beneficiaries currently receiving benefits	261,533,064
Vested terminated members not yet receiving benefits	<u>9,160,613</u>
Total Actuarial Liability	\$536,908,438
Actuarial Value of Assets (market value was \$467,487,721)	\$497,925,786
Unfunded Actuarial Liability	\$ 38,982,652

During the year ended December 31, 2010, the Plan experienced a net increase of \$17 million in the actuarial liability.

TABLE 12

**Required Supplementary Information
Schedule of Funding Progress**

Actuarial Valuation Date	Actuarial Value of Assets (a)	Actuarial Liability (AL) (b)	Unfunded AL (UAL) (b)-(a)	Funded Ratio (a)/(b)	Active Member Covered Payroll (c)	UAL as a Percentage of Active Member Covered Payroll ((b-a)/c)
11/30/91	\$152,162	\$183,423	\$31,261	83.0%	\$23,675	132.0%
11/30/92	165,132	198,656	33,524	83.1	25,000	134.1
11/30/93	180,457	208,966	28,509	86.4	26,008	109.6
11/30/94	192,668	220,596	27,928	87.3	27,819	100.4
12/31/95 ⁽¹⁾	213,431	231,372	17,941	92.2	29,749	60.3
12/31/96	237,554	247,408	9,854	96.0	33,366	29.5
12/31/97	262,815	258,706	(4,109)	101.6	35,502	(11.6)
12/31/98	295,625	274,900	(20,725)	107.5	36,566	(56.7)
12/31/99 ⁽¹⁾	330,072	291,633	(38,439)	113.2	37,969	(101.2)
12/31/00	354,044	308,894	(45,150)	114.6	38,613	(116.9)
12/31/01	362,493	325,335	(37,158)	111.4	42,286	(87.9)
12/31/02	361,687	340,524	(21,163)	106.2	45,696	(46.3)
12/31/03	374,171	350,444	(23,726)	106.8	45,876	(51.7)
12/31/04 ⁽¹⁾	392,485	393,387	902	99.8	50,414	1.8
12/31/05	412,823	414,027	1,204	99.7	52,207	2.3
12/31/06	444,498	439,179	(5,319)	101.2	53,530	(9.9)
12/31/07	480,820	468,115	(12,705)	102.7	57,310	(22.2)
12/31/08	472,345	496,561	24,216	95.1	60,282	40.2
12/31/09 ⁽¹⁾	480,556	519,934	39,379	92.4	63,055 ⁽²⁾	62.5 ⁽²⁾
12/31/10	497,926	536,908	38,982	92.7	63,077	61.8

Rounded dollar amounts are in thousands.

(1) After changes in benefits and/or actuarial assumptions and/or actuarial cost methods.

(2) These amounts have been revised from the \$63,479,000 and 62.0% amounts reported in the December 31, 2009 actuarial valuation report.

Analysis of the dollar amounts of actuarial value of assets, actuarial liability, or unfunded actuarial liability in isolation can be misleading. Expressing the actuarial value of assets as a percentage of the actuarial liability provides one indication of the System's funded status on an on-going concern basis. Analysis of this percentage over time indicates whether the System is becoming financially stronger or weaker. Generally, the greater this percentage, the stronger the plan's funding. The unfunded actuarial liability and annual covered payroll are both affected by inflation. Expressing the unfunded actuarial liability as a percentage of covered payroll approximately adjusts for the effects of inflation and aids analysis of the progress being made in accumulating sufficient assets to pay benefits when due. Generally, the smaller this percentage, the stronger the plan's funding.

TABLE 13

**Required Supplementary Information
Schedule of Employer Contributions**

Fiscal Year	Actuarial Valuation Date	Annual Required Contribution	Percent Contribution
1996	11/30/94	\$ 7,186,932	100.0%
1997	12/31/95	6,343,027	100.0
1998	12/31/96	6,427,744	100.0
1999	12/31/97	6,043,455	100.0
2000	12/31/98	5,540,575	100.0
2001	12/31/99	4,796,863	100.0
2002	12/31/00	4,746,504	100.0
2003	12/31/01	5,043,505	100.0
2004	12/31/02	6,925,467	100.0
2005	12/31/03	7,308,916	100.0
2006	12/31/04	9,849,536	100.0
2007	12/31/05	10,029,253	100.0
2008	12/31/06	10,549,401	100.0
2009	12/31/07	11,034,552	100.0
2010	12/31/08	13,119,984	100.0

**Notes to Required Supplementary Information
Summary of Actuarial Methods and Assumptions**

Valuation Date	December 31, 2010
Actuarial Cost Method	Entry Age Normal
Amortization Method	Level percent of payroll, open
Remaining Amortization Period	20 years
Asset Valuation Method	Expected + 25% of (Market – Expected Values)
Actuarial Assumptions:	
Investment Rate of Return*	7.75%
Projected Salary Increases*	5.00% - 6.75%
* Includes Inflation at	3.50%
Cost-of-Living Adjustments	2.00% non-compounding commencing 36 months after retirement

TABLE 14
Solvency Test

Aggregate Actuarial Liability For							
Valuation Date	(1) Active Member Contributions	(2) Retirants and Beneficiaries*	(3) Active Members (Employer Financed Portion)	Reported Valuation Assets	Portion of Actuarial Liabilities Covered by Reported Assets		
					(1)	(2)	(3)
11/30/94	\$18,003,627	\$127,670,273	\$ 74,921,662	\$192,667,974	100.0%	100.0%	62.7%
12/31/95	19,597,012	132,215,980	79,559,050	213,431,416	100.0	100.0	77.4
12/31/96	20,807,624	141,902,560	84,497,686	237,553,602	100.0	100.0	88.6
12/31/97	22,518,199	146,068,362	90,119,236	262,814,796	100.0	100.0	104.6
12/31/98	23,845,658	157,021,415	94,033,095	295,624,986	100.0	100.0	122.0
12/31/99	24,759,118	170,478,501	96,395,412	330,071,866	100.0	100.0	139.9
12/31/00	27,152,206	183,463,718	98,277,967	354,044,311	100.0	100.0	145.9
12/31/01	27,694,761	183,034,623	114,605,637	362,493,060	100.0	100.0	132.4
12/31/02	34,440,696	182,063,498	124,019,921	361,687,109	100.0	100.0	117.1
12/31/03	37,027,041	186,930,565	126,486,746	374,170,781	100.0	100.0	118.8
12/31/04	40,959,525	201,051,248	151,375,876	392,484,697	100.0	100.0	99.4
12/31/05	44,057,922	210,560,068	159,408,592	412,822,760	100.0	100.0	99.2
12/31/06	48,361,719	216,449,174	174,368,239	444,497,827	100.0	100.0	103.1
12/31/07	53,686,866	230,893,426	183,534,348	480,820,001	100.0	100.0	106.9
12/31/08	58,050,319	238,590,747	199,920,080	472,345,191	100.0	100.0	87.9
12/31/09	60,326,408	257,298,665	202,309,181	480,555,562	100.0	100.0	80.5
12/31/10	63,515,814	270,693,677	202,698,947	497,925,786	100.0	100.0	80.8

During the twelve months ended December 31, 2010, the Wichita Police and Fire Retirement System of Wichita, Kansas generated a net experience gain of \$2.0 million. The amount is 0.4% of the actuarial liability at the beginning of the year.

*Includes vested terminated members.

Appendix A
Summary of Membership Data

MEMBER DATA RECONCILIATION
December 31, 2009 to December 31, 2010

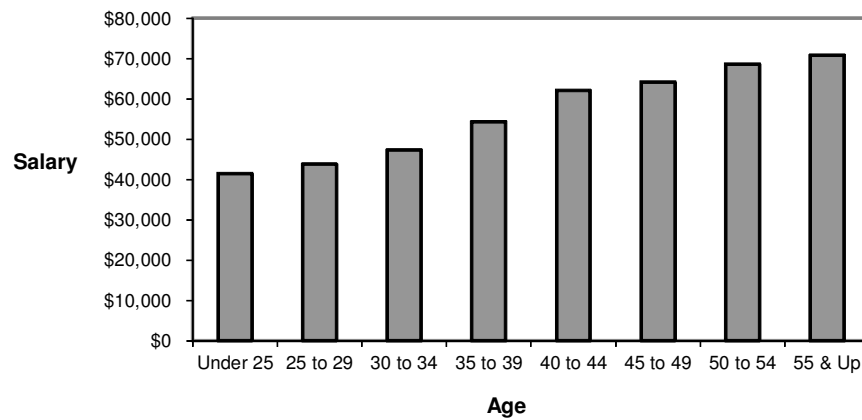
The number of members included in the valuation, as summarized in the table below, is in accordance with the data submitted by the System for members as of the valuation date.

	Active Participants		Retirees & Beneficiaries		Terminated Vested		Total
	Police	Fire	Police	Fire	Police	Fire	
Members as of 12/31/09	641	459	421	452	25	11	2,009
New Members	+15	+21	+4	+13	0	0	+53
Transfers	0	0	0	0	0	0	0
Terminations							
Refunded	-12	-3	0	0	0	-1	-16
Deferred Vested	-5	0	0	0	+5	0	0
Completion of payments to minor child	0	0	0	-1	0	0	-1
Retirements							
Service	-9	-14	+11	+17	-2	-3	0
Disability	-1	-1	+1	+1	0	0	0
Deaths							
Cashed Out	0	0	0	0	0	0	0
With Beneficiary	0	-1	-5	-7	0	0	-13
Without Beneficiary	-1	0	-6	-9	0	0	-16
Data Adjustments	0	0	0	0	0	0	0
Members as of 12/31/10	628	461	426	466	28	7	2,016

**Summary of Active Members
as of December 31, 2010**

Age	Number			Valuation Salaries		
	Fire	Police	Total	Fire	Police	Total
Under 25	13	11	24	\$ 509,813	\$ 486,899	\$ 996,712
25 to 29	60	75	135	2,450,760	3,462,943	5,913,703
30 to 34	83	93	176	3,624,910	4,718,795	8,343,705
35 to 39	69	117	186	3,503,085	6,598,980	10,102,065
40 to 44	71	151	222	4,171,574	9,625,060	13,796,634
45 to 49	74	86	160	4,535,645	5,741,775	10,277,420
50 to 54	62	68	130	4,000,731	4,929,375	8,930,106
55 & Up	29	27	56	2,003,938	1,961,285	3,965,223
Total	461	628	1,089	\$ 24,800,456	\$ 37,525,112	\$ 62,325,568

Average Salary by Age

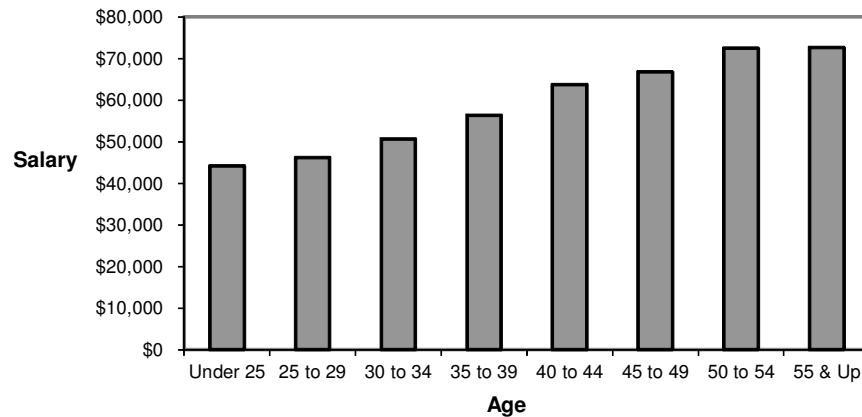


**Summary of Active Members
as of December 31, 2010**

Police

Age	Number			Valuation Salaries		
	Male	Female	Total	Male	Female	Total
Under 25	10	1	11	\$ 442,465	\$ 44,434	\$ 486,899
25 to 29	61	14	75	2,820,794	642,149	3,462,943
30 to 34	78	15	93	3,977,845	740,950	4,718,795
35 to 39	99	18	117	5,603,814	995,166	6,598,980
40 to 44	134	17	151	8,613,628	1,011,432	9,625,060
45 to 49	82	4	86	5,466,604	275,171	5,741,775
50 to 54	60	8	68	4,344,889	584,486	4,929,375
55 & Up	25	2	27	1,833,672	127,613	1,961,285
Total	549	79	628	\$ 33,103,711	\$ 4,421,401	\$ 37,525,112

Average Salary by Age

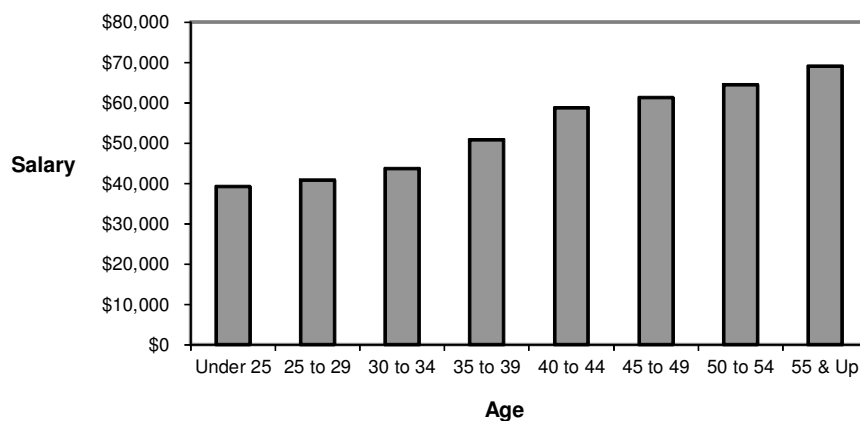


**Summary of Active Members
as of December 31, 2010**

Fire

Age	Number			Valuation Salaries		
	Male	Female	Total	Male	Female	Total
Under 25	13	0	13	\$ 509,813	\$ 0	\$ 509,813
25 to 29	58	2	60	2,367,658	83,102	2,450,760
30 to 34	82	1	83	3,576,542	48,368	3,624,910
35 to 39	69	0	69	3,503,085	0	3,503,085
40 to 44	70	1	71	4,116,117	55,457	4,171,574
45 to 49	72	2	74	4,418,622	117,023	4,535,645
50 to 54	61	1	62	3,922,155	78,576	4,000,731
55 & Up	29	0	29	2,003,938	0	2,003,938
Total	454	7	461	\$ 24,417,930	\$ 382,526	\$ 24,800,456

Average Salary by Age

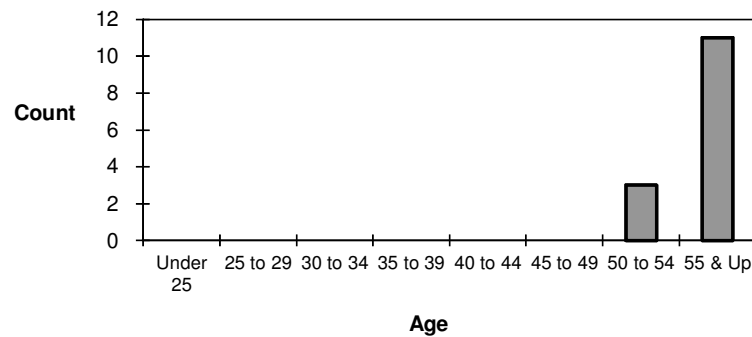


**Distribution of Active Members
as of December 31, 2010**

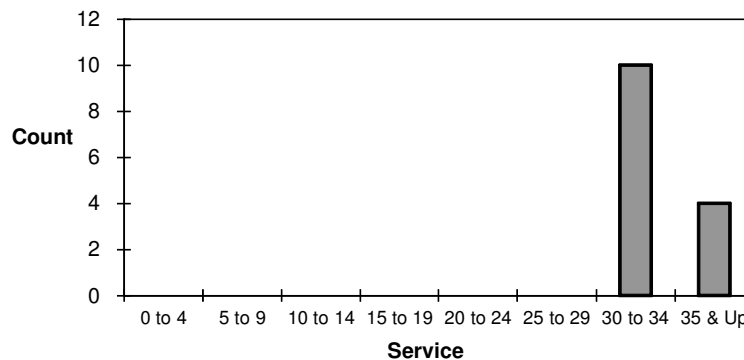
Fire - Plan A

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	0	0	0	0	0	0	0	0	0
25 to 29	0	0	0	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0	0	0	0
40 to 44	0	0	0	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0	0	0	0
50 to 54	0	0	0	0	0	0	3	0	3
55 & Up	0	0	0	0	0	0	7	4	11
Total	0	0	0	0	0	0	10	4	14

Age Distribution



Service Distribution

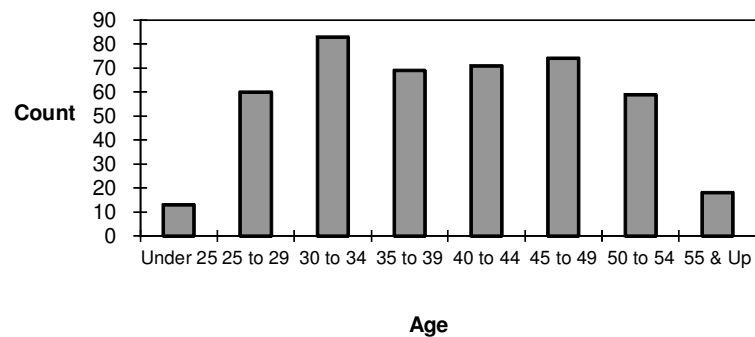


**Distribution of Active Members
as of December 31, 2010**

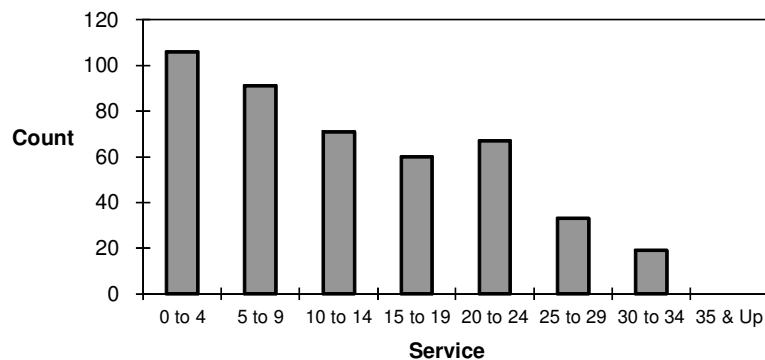
Fire - Plan C

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	13	0	0	0	0	0	0	0	13
25 to 29	46	14	0	0	0	0	0	0	60
30 to 34	33	47	3	0	0	0	0	0	83
35 to 39	9	22	29	9	0	0	0	0	69
40 to 44	5	3	26	22	15	0	0	0	71
45 to 49	0	4	8	20	30	11	1	0	74
50 to 54	0	1	4	7	17	18	12	0	59
55 & Up	0	0	1	2	5	4	6	0	18
Total	106	91	71	60	67	33	19	0	447

Age Distribution



Service Distribution

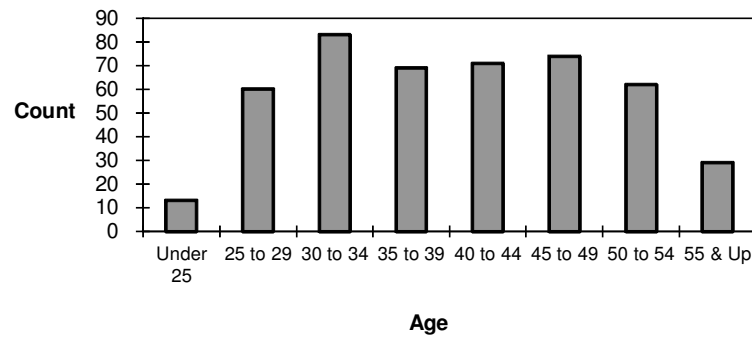


**Distribution of Active Members
as of December 31, 2010**

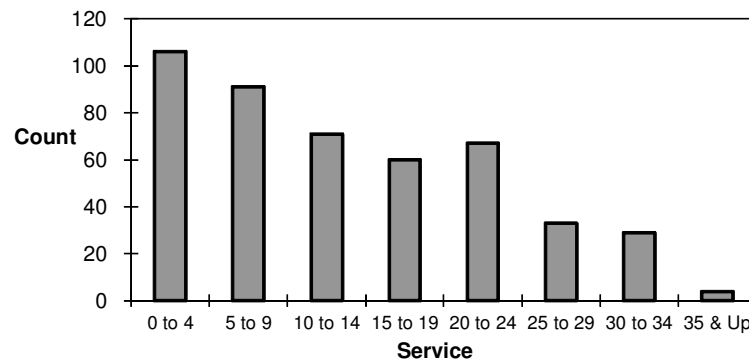
Fire

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	13	0	0	0	0	0	0	0	13
25 to 29	46	14	0	0	0	0	0	0	60
30 to 34	33	47	3	0	0	0	0	0	83
35 to 39	9	22	29	9	0	0	0	0	69
40 to 44	5	3	26	22	15	0	0	0	71
45 to 49	0	4	8	20	30	11	1	0	74
50 to 54	0	1	4	7	17	18	15	0	62
55 & Up	0	0	1	2	5	4	13	4	29
Total	106	91	71	60	67	33	29	4	461

Age Distribution



Service Distribution

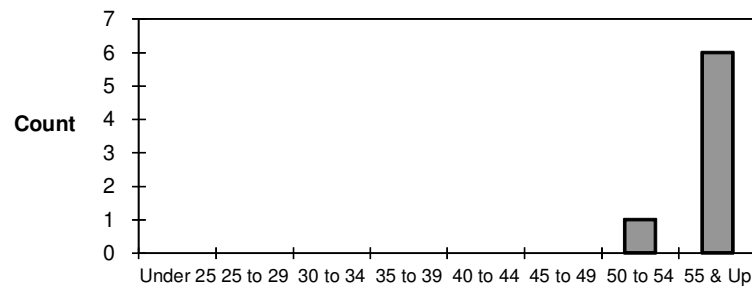


**Distribution of Active Members
as of December 31, 2010**

Police - Plan A

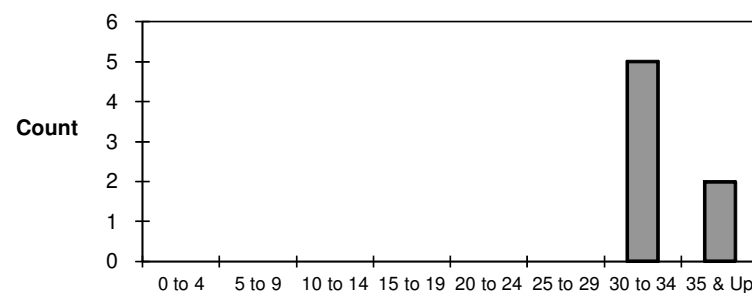
Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	0	0	0	0	0	0	0	0	0
25 to 29	0	0	0	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0	0	0	0
35 to 39	0	0	0	0	0	0	0	0	0
40 to 44	0	0	0	0	0	0	0	0	0
45 to 49	0	0	0	0	0	0	0	0	0
50 to 54	0	0	0	0	0	0	1	0	1
55 & Up	0	0	0	0	0	0	4	2	6
Total	0	0	0	0	0	0	5	2	7

Age Distribution



Age

Service Distribution



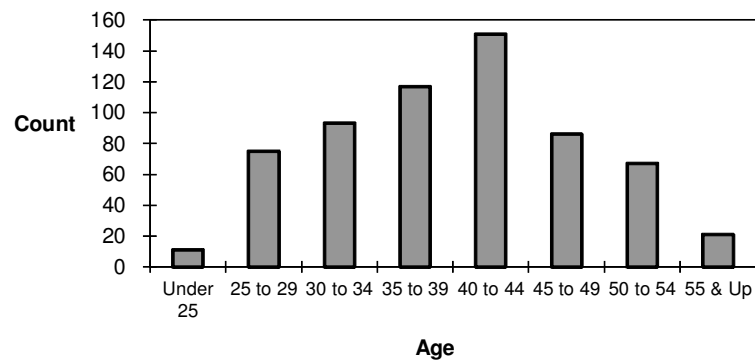
Service

**Distribution of Active Members
as of December 31, 2010**

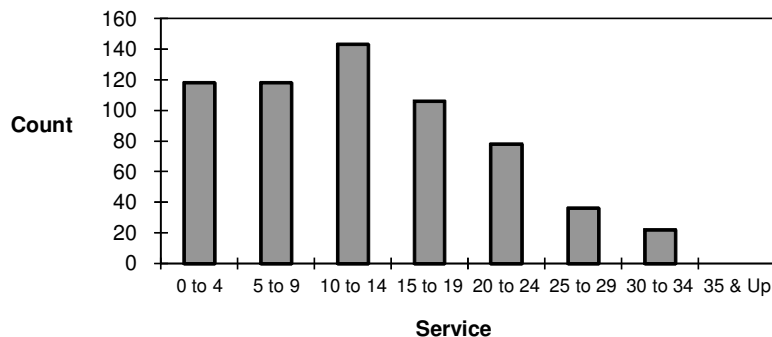
Police - Plan C

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	11	0	0	0	0	0	0	0	11
25 to 29	65	10	0	0	0	0	0	0	75
30 to 34	27	53	13	0	0	0	0	0	93
35 to 39	9	36	67	5	0	0	0	0	117
40 to 44	2	13	49	72	15	0	0	0	151
45 to 49	2	3	9	24	43	5	0	0	86
50 to 54	2	2	4	3	16	27	13	0	67
55 & Up	0	1	1	2	4	4	9	0	21
Total	118	118	143	106	78	36	22	0	621

Age Distribution



Service Distribution

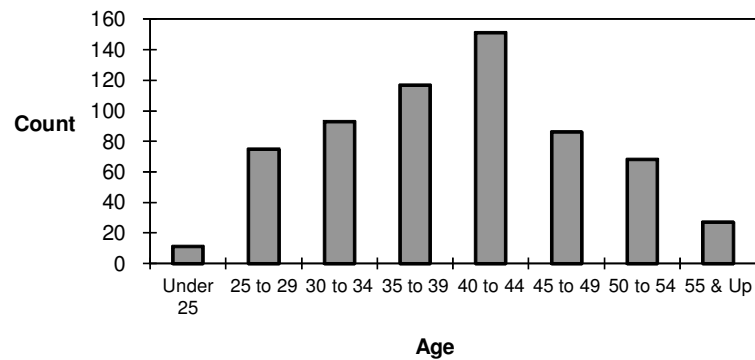


**Distribution of Active Members
as of December 31, 2010**

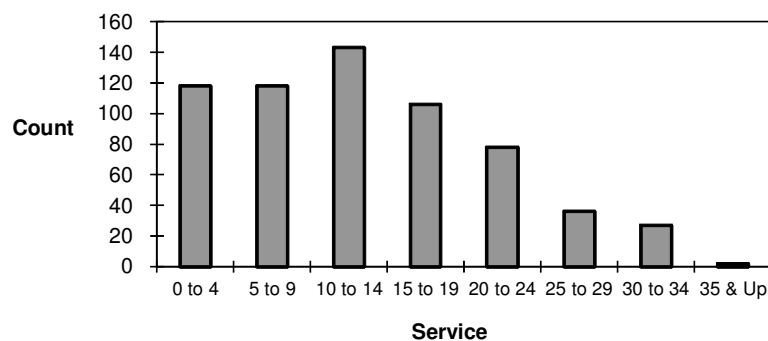
Police

Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	11	0	0	0	0	0	0	0	11
25 to 29	65	10	0	0	0	0	0	0	75
30 to 34	27	53	13	0	0	0	0	0	93
35 to 39	9	36	67	5	0	0	0	0	117
40 to 44	2	13	49	72	15	0	0	0	151
45 to 49	2	3	9	24	43	5	0	0	86
50 to 54	2	2	4	3	16	27	14	0	68
55 & Up	0	1	1	2	4	4	13	2	27
Total	118	118	143	106	78	36	27	2	628

Age Distribution



Service Distribution

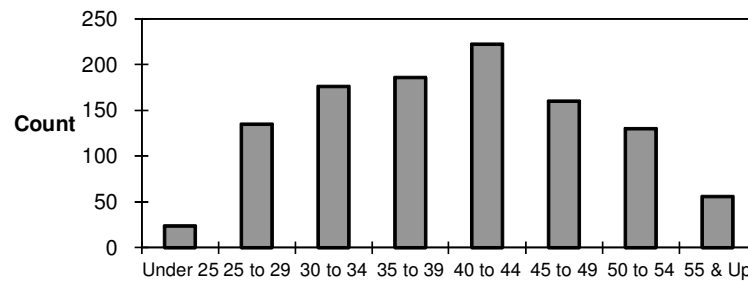


**Distribution of Active Members
as of December 31, 2010**

Fire & Police

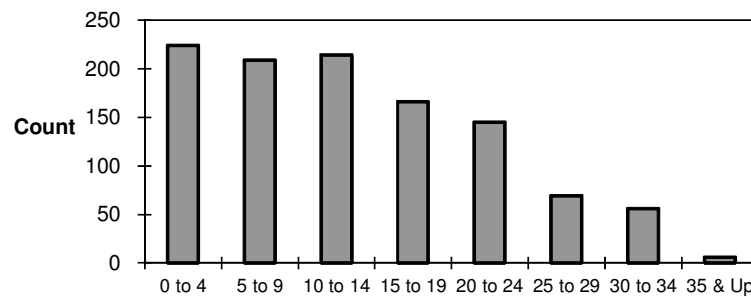
Age	Years of Service								Total
	0 to 4	5 to 9	10 to 14	15 to 19	20 to 24	25 to 29	30 to 34	35 & Up	
Under 25	24	0	0	0	0	0	0	0	24
25 to 29	111	24	0	0	0	0	0	0	135
30 to 34	60	100	16	0	0	0	0	0	176
35 to 39	18	58	96	14	0	0	0	0	186
40 to 44	7	16	75	94	30	0	0	0	222
45 to 49	2	7	17	44	73	16	1	0	160
50 to 54	2	3	8	10	33	45	29	0	130
55 & Up	0	1	2	4	9	8	26	6	56
Total	224	209	214	166	145	69	56	6	1,089

Age Distribution



Age

Service Distribution



Service

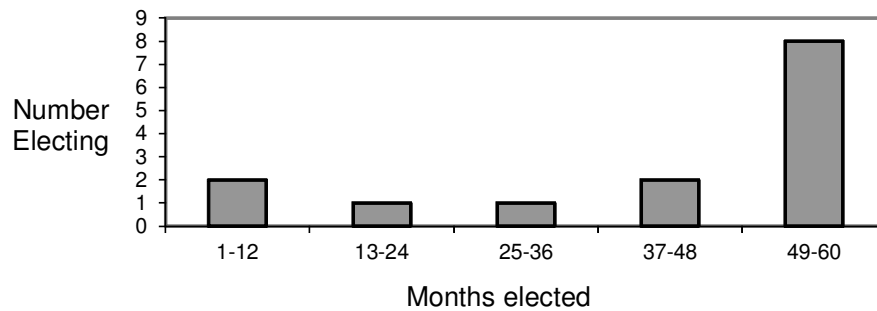
BackDROP Experience for the 2010 Plan Year

Fire

Number Electing BackDROP

Age	Final Benefit as a Proportion of Final Average Pay					Total
	Under 55%	55%-60%	60%-65%	65%-70%	70%-75%	
Under 55	1	1	0	1	0	3
55-59	1	0	1	1	3	6
60-64	1	0	0	0	4	5
65+	0	0	0	0	0	0
Total	3	1	1	2	7	14

Distribution of BackDROP Election Period



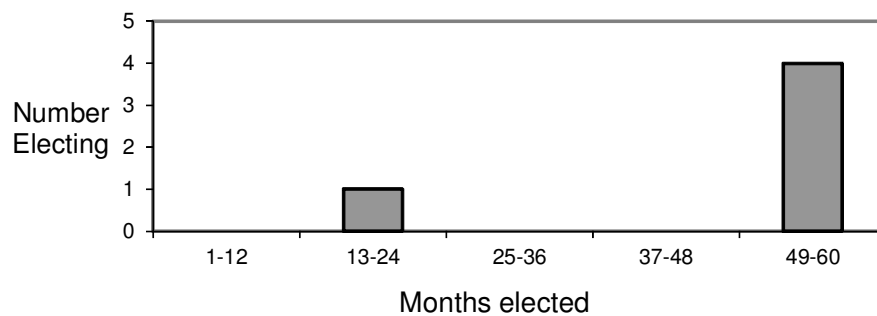
BackDROP Experience for the 2010 Plan Year

Police

Number Electing BackDROP

Age	Final Benefit as a Proportion of Final Average Pay					Total
	Under 55%	55%-60%	60%-65%	65%-70%	70%-75%	
Under 55	0	0	0	1	0	1
55-59	0	1	0	0	2	3
60-64	0	0	0	0	1	1
65+	0	0	0	0	0	0
Total	0	1	0	1	3	5

Distribution of BackDROP Election Period



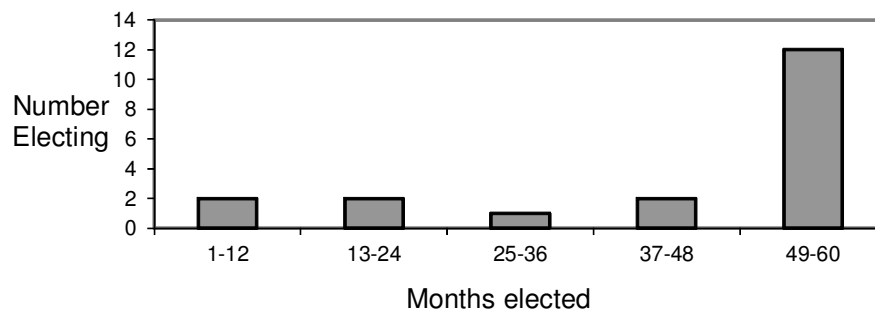
BackDROP Experience for the 2010 Plan Year

Fire & Police

Number Electing BackDROP

Age	Final Benefit as a Proportion of Final Average Pay					Total
	Under 55%	55%-60%	60%-65%	65%-70%	70%-75%	
Under 55	1	1	0	2	0	4
55-59	1	1	1	1	5	9
60-64	1	0	0	0	5	6
65+	0	0	0	0	0	0
Total	3	2	1	3	10	19

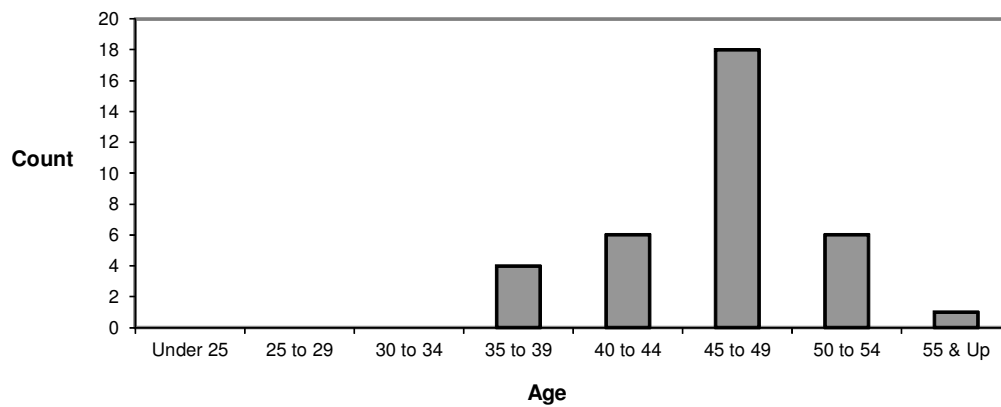
Distribution of BackDROP Election Period



**Summary of Deferred Vested Members
as of December 31, 2010**

Age	Number			Current Monthly Benefit at Retirement		
	Fire	Police	Total	Fire	Police	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0
35 to 39	0	4	4	0	5,508	5,508
40 to 44	2	4	6	2,385	7,248	9,634
45 to 49	5	13	18	12,411	34,546	46,957
50 to 54	0	6	6	0	15,068	15,068
55 & Up	0	1	1	0	1,160	1,160
Total	7	28	35	\$ 14,796	\$ 63,531	\$ 78,327

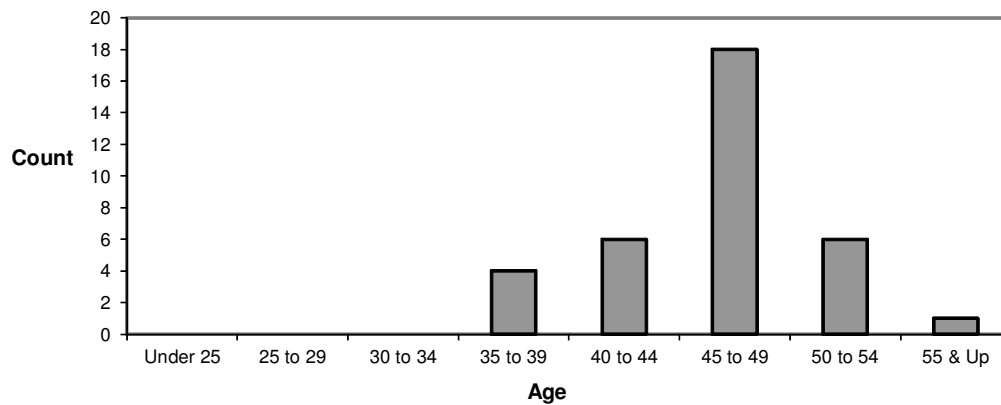
Age Distribution



**Summary of Deferred Vested Members
as of December 31, 2010**

Age	Number			Current Monthly Benefit at Retirement		
	Male	Female	Total	Male	Female	Total
Under 25	0	0	0	\$ 0	\$ 0	\$ 0
25 to 29	0	0	0	0	0	0
30 to 34	0	0	0	0	0	0
35 to 39	3	1	4	4,349	1,158	5,508
40 to 44	6	0	6	9,634	0	9,634
45 to 49	18	0	18	46,957	0	46,957
50 to 54	5	1	6	14,001	1,067	15,068
55 & Up	1	0	1	1,160	0	1,160
Total	33	2	35	\$ 76,101	\$ 2,225	\$ 78,327

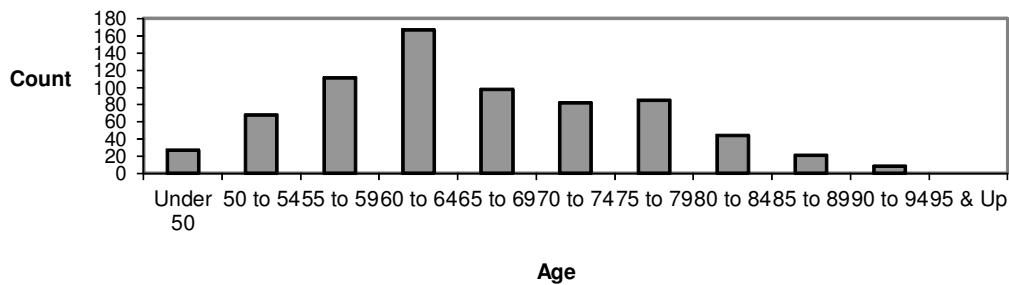
Age Distribution



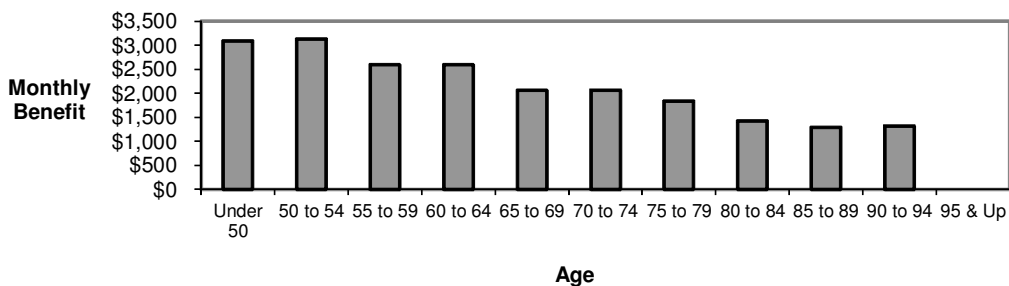
**Summary of Retired Members
as of December 31, 2010**

Age	Number			Monthly Benefit		
	Fire	Police	Total	Fire	Police	Total
Under 50	6	21	27	\$ 19,012	\$ 64,508	\$ 83,520
50 to 54	36	32	68	105,000	107,559	212,559
55 to 59	50	61	111	129,548	158,723	288,271
60 to 64	101	66	167	266,603	166,207	432,810
65 to 69	46	52	98	97,144	104,672	201,816
70 to 74	41	41	82	84,447	85,291	169,738
75 to 79	52	33	85	99,932	55,900	155,832
80 to 84	24	20	44	35,919	26,827	62,745
85 to 89	11	10	21	14,655	12,467	27,122
90 to 94	4	4	8	3,786	6,760	10,546
95 & Up	0	0	0	0	0	0
Total	371	340	711	\$ 856,047	\$ 788,913	\$ 1,644,959

Age Distribution



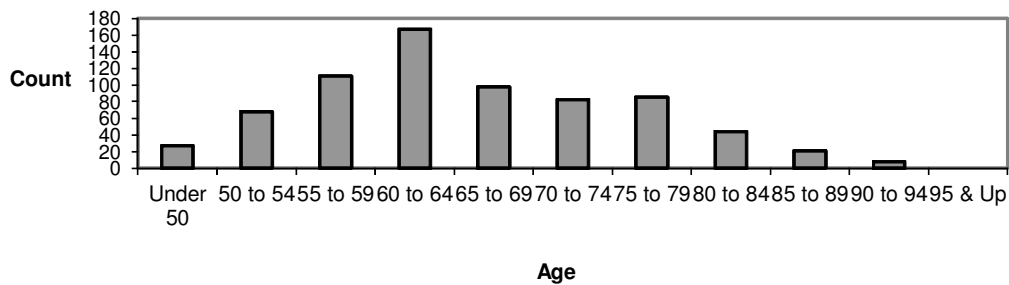
Average Benefit



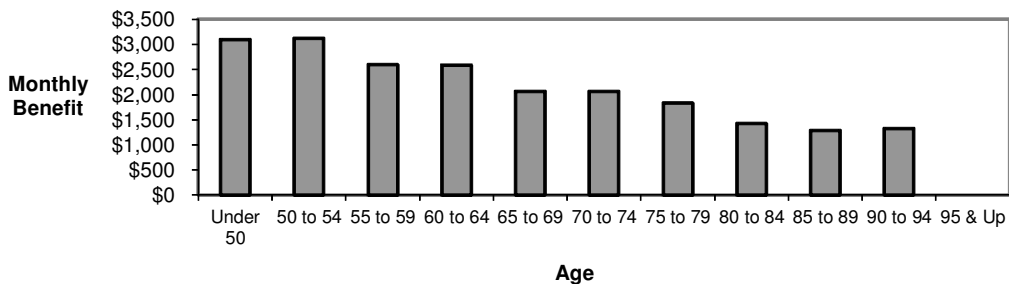
**Summary of Retired Members
as of December 31, 2010**

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	23	4	27	\$ 71,644	\$ 11,876	\$ 83,520
50 to 54	66	2	68	206,620	5,939	212,559
55 to 59	110	1	111	285,616	2,655	288,271
60 to 64	165	2	167	429,018	3,792	432,810
65 to 69	96	2	98	198,117	3,699	201,816
70 to 74	78	4	82	163,377	6,361	169,738
75 to 79	83	2	85	152,413	3,419	155,832
80 to 84	44	0	44	62,745	0	62,745
85 to 89	21	0	21	27,122	0	27,122
90 to 94	7	1	8	9,714	832	10,546
95 & Up	0	0	0	0	0	0
Total	693	18	711	\$ 1,606,387	\$ 38,573	\$ 1,644,959

Age Distribution



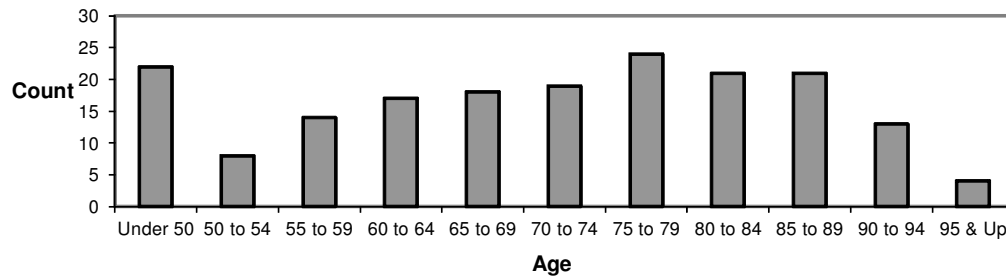
Average Benefit



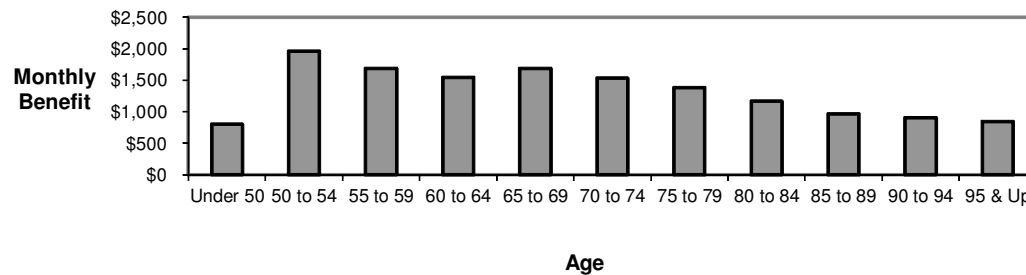
**Summary of Beneficiaries
as of December 31, 2010**

Age	Number			Monthly Benefit		
	Fire	Police	Total	Fire	Police	Total
Under 50	10	12	22	\$ 10,601	\$ 6,995	\$ 17,596
50 to 54	4	4	8	9,834	5,853	15,687
55 to 59	8	6	14	13,520	10,109	23,629
60 to 64	9	8	17	14,973	11,234	26,207
65 to 69	7	11	18	10,812	19,592	30,404
70 to 74	9	10	19	13,542	15,586	29,128
75 to 79	11	13	24	17,324	15,851	33,175
80 to 84	14	7	21	14,782	9,735	24,517
85 to 89	15	6	21	15,148	5,209	20,357
90 to 94	8	5	13	6,899	4,901	11,800
95 & Up	0	4	4	0	3,386	3,386
Total	95	86	181	\$ 127,435	\$ 108,451	\$ 235,886

Age Distribution



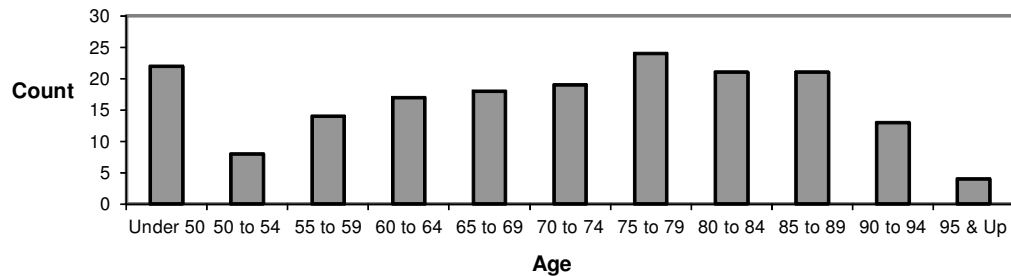
Average Benefit



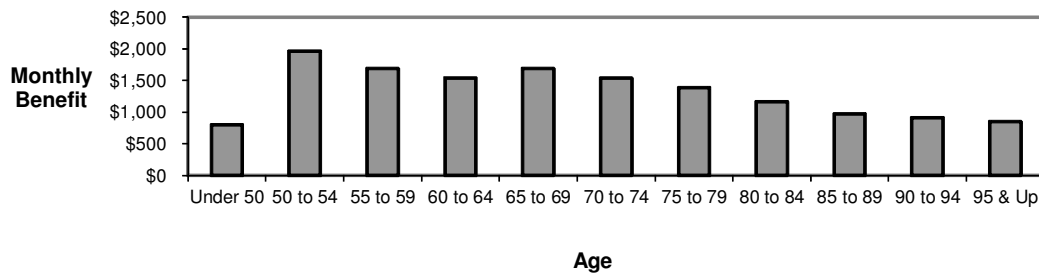
**Summary of Beneficiaries
as of December 31, 2010**

Age	Number			Monthly Benefit		
	Male	Female	Total	Male	Female	Total
Under 50	10	12	22	\$ 3,968	\$ 13,628	\$ 17,596
50 to 54	0	8	8	0	15,687	15,687
55 to 59	0	14	14	0	23,629	23,629
60 to 64	1	16	17	2,156	24,051	26,207
65 to 69	0	18	18	0	30,404	30,404
70 to 74	0	19	19	0	29,128	29,128
75 to 79	0	24	24	0	33,175	33,175
80 to 84	0	21	21	0	24,517	24,517
85 to 89	0	21	21	0	20,357	20,357
90 to 94	0	13	13	0	11,800	11,800
95 & Up	0	4	4	0	3,386	3,386
Total	11	170	181	\$ 6,124	\$ 229,762	\$ 235,886

Age Distribution



Average Benefit



Appendix B

Summary of Benefit Provisions

Plan A is applicable to members who entered the System between January 1, 1965 and December 31, 1978 and members who entered prior to January 1, 1965 and elected Plan A coverage.

Plan B is applicable to members who entered the System prior to January 1, 1965 and elected Plan B coverage.

Plan C is applicable to members entering the System after December 31, 1978.

Service Retirement

Eligibility – Plan A and Plan B: 20 years of service, without regard to age.

Eligibility – Plan C: 30 years of service, without regard to age; or 20 years of service and attainment of age 50 years; or, if 10 or more years of service but less than 20, age 55.

Amount of Pension – all plans: Service times 2.5% of Final Average Salary to a maximum of 75% of Final Average Salary.

Final Average Salary – all plans: average for the 3 consecutive years of service which produce the highest average and which are within the last 10 years of service.

Deferred Retirement (Vested Termination)

Eligibility – all plans: 10 years of service (does not include survivor benefits if service is less than 20 years).

Amount of Pension – all plans: 2.5% of Final Average Salary times years of service with payment deferred until age 55 (age 50 for Plan C members with 20 or more years of service). Vested deferred pensions for Plan C are adjusted during the deferral period based on changes in National Average Earnings, up to 5.5% annual adjustments (effective for post-1999 terminations).

Service-Connected Disability

Eligibility – all plans: permanent inability to perform the duties of position; no service retirement.

Amount of Pension – all plans: 75% of final salary rate if accident, 50% if disease.

Miscellaneous Conditions – all plans: pension plus earnings from gainful employment cannot exceed current salary for rank held at time of disability. Pension recomputed at age 55 using service retirement formula, updated final average salary and service credit for period of disability.

Non-Service Disability

Eligibility – all plans: permanent inability to perform duties of position; requires 7 years of service and under age 55 years old.

Amount of Pension – all plans: 30% of Final Average Salary plus 1% of Final Average Salary times service over 7 years; maximum is 50% of Final Average Salary.

Miscellaneous Conditions – all plans: pension plus earnings from gainful employment cannot exceed current salary for rank held at time of disability.

Service-Connected Death

Eligibility – all plans: death resulting directly from service-connected causes; no service requirement.

Amount of Pension – all plans: surviving spouse – 50% of final salary plus 10% of final salary for each child under age 18 years to a maximum of 75% of final salary; terminates upon remarriage prior to age 40 years for pensions effective prior to January 1, 2000.

Children (no surviving spouse's pension payable) – 20% of final salary for each child under age 18 to a maximum of 60% of final salary.

Non-Service Death

Eligibility – Plan A and Plan C: death after 3 years of service.

Eligibility – Plan B: death after 20 years of service.

Amount of Pension – Plan A and Plan C: surviving spouse – 35% of Final Average Salary plus 1% of Final Average Salary times Service over 3 years to a maximum of 50% of Final Average Salary, plus 10% of Final Average Salary for each child under age 18 to an overall maximum of 66⅔% of Final Average Salary. Terminates upon remarriage prior to age 40 years for pensions effective prior to January 1, 2000.

Children (no surviving spouse's pension payable) – 15% of Final Average Salary for each child under age 18 years to a maximum of 50% of Final Average Salary.

Amount of Pension – Plan B: surviving spouse – 50% of final salary.

Children (no surviving spouse's pension payable) – children under age 18 share equally a benefit of 50% of final salary.

Death After Retirement

Eligibility – all plans: surviving spouse must have been married to retired employee for one year or more at time of death, if retired after January 1, 2000. If retired prior to January 1, 2000, must have been married to retired employee at retirement. Member must have retired with at least 20 years of service.

Amount of Pension – Plan A and Plan C: surviving spouse – 35% of Final Average Salary plus 1% of Final Average Salary times Service over 3 years to a maximum of 50% of Final Average Salary, plus 10% of Final Average Salary for each child under age 18 to an overall maximum of 66⅔% of Final Average Salary. Post-retirement adjustments are granted from date of retirement to date of death. Terminates upon remarriage prior to age 40 years for those retiring prior to January 1, 2000.

Children (no surviving spouse's pension payable) – 15% of Final Average Salary for each child under age 18 years to a maximum of 50% of Final Average Salary.

Amount of Pension – Plan B: surviving spouse – 50% of final salary.

Children (no surviving spouse's pension payable) – children under age 18 share equally a benefit of 50% of final salary.

Non-Vested Termination

Eligibility – all plans: termination of employment and no pension is or will become payable.

Amount of Benefit – all plans: refund of member's contributions plus 5% annual interest.

Funeral Benefit

Eligibility – Plan A and Plan C: death of member who retired after November 21, 1973.

Amount of Benefit – Plan A and Plan C: \$750.

Eligibility – Plan B: death of retired member.

Amount of Benefit – Plan B: \$100 if member retired on or prior to November 21, 1973; \$750 if member retired after November 21, 1973.

Post-Retirement Adjustments of Pensions

Eligibility – all Plans: Completion of 36 months of retirement.

Annual Amount – all Plans: 2% of the base amount of benefit (increases are not compounded).

BackDROP (Deferred Retirement Option Plan)

Eligibility: Member must be eligible to retire under service retirement provisions at the effective date of the BackDROP.

Amount: Under the BackDROP, the member may elect a benefit based on a retirement date up to 60 months prior to the current date. The monthly benefit is computed based on Service, Final Average Salary and benefit formula at the selected prior date. The DROP account available to the retiring member is the computed benefit multiplied by the number of months of BackDROP plus applicable post-retirement adjustments and 5% annual interest, compounded monthly. Members are eligible to elect a sixty month BackDROP beginning January 1, 2003.

Employee Contributions

Plan A: 8% of salary.
Plan B: 6% of salary.
Plan C: 7% of salary.

These member contribution rates include the 1% decrease effective in 1998 in recognition of the full funding of actuarial liabilities.

City Contributions

Actuarially determined amounts sufficient to satisfy K.S.A. 1977 Suppl. 12-5002.

Unused Sick Leave

Each bi-weekly service credit of accumulated unused sick leave is converted to a service credit for the purpose of computing annual benefit amounts.

Appendix C

Actuarial Cost Method and Assumptions

Actuarial Cost Method

The actuarial cost method is a procedure for allocating the actuarial present value of pension benefits and expenses to time periods. The method used for the valuation is known as the Entry Age Normal actuarial cost method, and has the following characteristics.

- (i) The annual normal costs for each individual active member are sufficient to accumulate the value of the member's pension at time of retirement.
- (ii) Each annual normal cost is a constant percentage of the member's year-by-year projected covered compensation.
- (iii) Normal costs for Plans A and B (closed plans) were based on Plan C (open plan) assumptions and benefit conditions.

The Entry Age Normal actuarial cost method allocates the actuarial present value of each member's projected benefits on a level basis over the member's assumed pensionable compensation rates between the entry age of the member and the assumed exit ages. By applying the Entry Age Normal cost method in the fashion described in (iii), the ultimate normal cost will remain level as a percent of active member payroll (if actuarial assumptions are realized) as Plan A and Plan B members leave active status and are replaced by members entering Plan C.

The portion of the actuarial present value allocated to the valuation year is called the normal cost. The portion of the actuarial present value not provided for by the actuarial present value of future normal costs is called actuarial liability. Deducting actuarial assets from the actuarial liability determines the unfunded actuarial liability or (surplus). The unfunded actuarial liability/(surplus) is financed as a level percent of member payroll over an open 20-year period.

Actuarial Assumptions

Retirement System contribution requirements and actuarial present values are calculated by applying experience assumptions to the benefit provisions and membership information of the Retirement System, using the actuarial cost method.

The principal areas of risk which require experience assumptions about future activities of the Retirement System are:

- (i) long-term rates of investment return to be generated by the assets of the System
- (ii) patterns of pay increases to members
- (iii) rates of mortality among members, retirants and beneficiaries
- (iv) rates of withdrawal of active members
- (v) rates of disability among active members
- (vi) the age patterns of actual retirements.

In making a valuation, the monetary effect of each assumption is calculated for as long as a present covered person survives - - a period of time which can be as long as a century.

Actual experience of the Retirement System will not coincide exactly with assumed experience. Each valuation provides a complete recalculation of assumed future experience and takes into account all past differences between assumed and actual experiences. The result is a continual series of adjustments (usually small) to the computed contribution rate.

From time-to-time one or more of the assumptions are modified to reflect experience trends (but not random or temporary year-to-year fluctuations). A complete review of the actuarial assumptions was completed in 2009. The use of updated assumptions was effective with the December 31, 2009 valuation.

Investment Return Rate (net of administrative expenses). This assumption is 7.75% a year, compounded annually and consists of 3.50% long-term price inflation and a 4.25% real rate of return over price inflation. This assumption, used to equate the value of payments due at different points in time, was adopted by the Board and was first used for the December 31, 1980 valuation, although the allocation between inflation and real return has changed periodically, most recently in 2009.

Salary Increase Rates. These rates are used to project current pay amounts to those upon which a benefit will be based.

Years of Service	Annual Rate of Salary Increase for Sample Service Durations			
	Inflation Component	Productivity Component	Merit and Longevity	Total
1	3.50%	0.50%	2.75%	6.75%
5	3.50	0.50	2.75	6.75
10	3.50	0.50	2.75	6.75
15	3.50	0.50	2.75	6.75
20	3.50	0.50	1.00	5.00
25	3.50	0.50	1.00	5.00
30	3.50	0.50	1.00	5.00

The assumption was first used for the December 31, 2009 valuation.

The salary increase assumptions will produce 4.5% annual increases in active member payroll (the inflation and productivity base rate) given a constant active member group size. This is the same payroll growth assumption used to amortize the unfunded actuarial liability. The real rate of return over assumed wage growth is 3.25% per year.

Changes actually experienced in average pay and total payroll have been as follows:

	Year Ended					5 Year (Average) Compounded Annual Increase
	12/30/10	12/31/09	12/31/08	12/31/07	12/31/06*	
Average pay	0.7%	3.2%	6.4%	5.6%	4.1%	4.0%
Total payroll	-0.3%	5.5%	4.8%	6.7%	7.1%	4.7%

*Includes estimated GPA increase of 3% for 2007.

Mortality Table. This assumption is used to measure the probabilities of members dying before retirement and the probabilities of each pension payment being made after retirement.

Healthy Retirees

and Beneficiaries: RP-2000 Healthy Annuitant Table for Males and Females

Disabled Retirees: RP-2000 Disabled Table for Males and Females

Active Members: RP-2000 Employee Table for Males and Females

The RP-2000 Tables are used with generational mortality.

Sample Ages ⁽¹⁾	Present Value of \$1 Monthly for Life		Future Life Expectancy (Years)	
	Men	Women	Men	Women
50	\$138.63	\$141.98	32.3	34.6
55	132.05	135.41	27.6	29.7
60	122.80	127.04	23.0	25.1
65	111.13	116.91	18.5	20.7
70	97.31	104.80	14.5	16.7
75	81.63	90.90	10.9	13.0
80	65.36	75.76	7.9	9.8
85	49.97	60.20	5.6	7.1

(1) Ages in 2000

This table was first used for the December 31, 2004 actuarial valuation.

Rates of Retirement and BackDROP (Deferred Retirement Option Plan) Elections. This assumption is used to measure the probability of eligible members retiring from active employment and applicable elections under the BackDROP program.

Percent Retiring within Year					
Plans A & B			Plan C		
Service of Member	Police	Fire	Age of Member	Police	Fire
28 or less	5%	5%	50	10%	5%
29	5	5	51	10	5
30	10	5	52	10	5
31	10	5	53	10	10
32	30	25	54	10	10
33	50	25	55	10	10
34	50	25	56	30	20
35	100	100	57	30	20
Over 35	100	100	58	30	20
			59	30	20
			60	100	100
			Over 60	100	100

These rates were first used for the December 31, 2009 valuation.

In addition, we assumed members who retire under service retirement provisions elect a BackDROP of up to five years which maximizes the actuarial value of the retirement benefit determined as of the retirement date. For the determination of actuarial value, the funding valuation assumptions are used.

Rates of Separation from Active Membership. This assumption measures the probabilities of a member terminating employment. The rates do not apply to members who are eligible to retire.

Sample Ages	Years of Service	Percent Separating Within Year	
		Police	Fire
ALL	0	10.00%	8.00%
	1	8.00	6.00
	2	6.00	4.50
	3	4.00	3.00
	4	3.00	2.00
25	Over 4	3.00	1.00
30		3.00	1.00
35		2.50	0.95
40		1.90	0.85
45		0.70	0.50
50		0.0	0.0
55		0.0	0.0

These rates were first used for the December 31, 2009 valuation.

Forfeiture of Vested Benefits. The assumption is that a percentage of the actuarial present value of vested termination benefits will be forfeited by a withdrawal of accumulated contributions.

Years of Service	Percent Forfeiting
10-14	100%
15	0

This table was first used for the December 31, 2004 actuarial valuation.

Rates of Disability. This assumption measures the probabilities of a member becoming disabled.

Sample Ages	% of Active Members Becoming Disabled During Next Year	
	Police	Fire
20	0.10%	0.09%
25	0.16	0.14
30	0.33	0.30
35	0.55	0.49
40	0.77	0.68
45	0.98	0.87
50	1.20	1.06
55	1.42	1.14

These rates were first used for the December 31, 1999 valuation.

Rates of Recovery from Disability. Assumed to be zero.

Administrative Expenses. Assumed to be paid from investment earnings.

Active Member Group Size. Assumed to remain constant.

Vested Deferred Pensions. Amounts for Plan C are assumed to increase during the deferral period at 4.0% per year. This assumption was changed with the December 31, 2009 valuation.

Miscellaneous and Technical Assumptions

Marriage Assumption: 80% of participants are assumed to be married for purposes of death benefits. In each case, the male was assumed to be 3 years older than the female.

Service Related Death and Disability: All active member deaths and 75% of active member disablements are assumed to be service related.

Pay Increase Timing: Assumed to occur mid-year.

Decrement Timing: Decrements of all types are assumed to occur mid-year.

Eligibility Testing: Eligibility for benefits is determined based upon the age nearest birthday and service nearest whole year at the start of the year in which the decrement is assumed to occur.

Benefit Service: Service calculated to the nearest month, as of the decrement date, is used to determine the amount of benefit payable.

Other: The turnover decrement does not operate during retirement eligibility.

Miscellaneous Loading Factors: The calculated normal retirement benefits were increased by 4% to account for the inclusion of unused sick leave in the calculation of Service Credit. This assumption was changed with the December 31, 2004 valuation.

Appendix D

Glossary of Terms

Actuarial Liability	The difference between the actuarial present value of system benefits and the actuarial value of future normal costs. Also referred to as “accrued liability” or “actuarial liability”.
Actuarial Assumptions	Estimates of future experience with respect to rates of mortality, disability, turnover, retirement, rate or rates of investment income and salary increases. Decrement assumptions (rates of mortality, disability, turnover and retirement) are generally based on past experience, often modified for projected changes in conditions. Economic assumptions (salary increases and investment income) consist of an underlying rate in an inflation-free environment plus a provision for a long-term average rate of inflation.
Accrued Service	Service credited under the system which was rendered before the date of the actuarial valuation.
Actuarial Equivalent	A single amount or series of amounts of equal actuarial value to another single amount or series of amounts, computed on the basis of appropriate assumptions.
Actuarial Cost Method	A mathematical budgeting procedure for allocating the dollar amount of the actuarial present value of retirement system benefit between future normal cost and actuarial liability. Sometimes referred to as the “actuarial funding method.”
Experience Gain (Loss)	The difference between actual experience and actuarial assumptions anticipated experience during the period between two actuarial valuation dates.
Actuarial Present Value	The amount of funds currently required to provide a payment or series of payments in the future. It is determined by discounting future payments at predetermined rates of interest and by probabilities of payment.
Amortization	Paying off an interest-discounted amount with periodic payments of interest and principal, as opposed to paying off with lump sum payment.
Normal Cost	The actuarial present value of retirement system benefits allocated to the current year by the actuarial cost method.
Unfunded Actuarial Liability	<p>The difference between actuarial liability and the valuation assets.</p> <p>Most retirement systems have unfunded actuarial liability. They arise each time new benefits are added and each time an actuarial loss is realized.</p> <p>The existence of unfunded actuarial liability is not in itself bad, any more than a mortgage on a house is bad. Unfunded actuarial liability does not represent a debt that is payable today. What is important is the ability to amortize the unfunded actuarial liability and the trend in its amount.</p>

R:\CLIENT\51WPF\REPORTS\WPFVAL10 FINAL.DOC

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Amendments to the Non-Exempt Employee Salary and Classification Ordinances

INITIATED BY: Human Resources

AGENDA: New Business

Recommendation: Approve the amended ordinances and place them on first reading.

Background: Classification Ordinances establish employee job classifications and corresponding pay ranges. Salary Ordinances establish pay rates. In December, 2010, the City Council approved revisions to these ordinances that included the creation of positions for temporary and seasonal employees, a step in the move toward incorporating them into the City's payroll as a cost savings measure. The current revisions are related to that effort, creating and clarifying positions needed in Arts & Cultural Services and the Parks and Recreation Department.

Analysis: The changes proposed to the subject ordinances, effective April 30, 2011, are described below. The ordinances are also attached. Deletions are shown by line outs; other revisions are bolded.

Non-exempt Employee Salary Ordinance

1. Section 1 is a new pay range series for lifeguard positions that will now be filled as City employees in cooperation with the Wichita YMCA.
2. Section 3 – New pay ranges 407, 408, 416 and 417 are added to the series for temporary, seasonal and/or intermittent positions to more accurately accommodate these jobs.
3. Sections are re-arranged in pay range series order.

Non-exempt Employee Classification Ordinance - Classifications added to better describe the temporary, seasonal and/or intermittent positions are:

Field Worker I	Instructor II	Recreation Leader I
Field Worker II	Lifeguard I	Recreation Leader II
Head Lifeguard	Lifeguard II	Swimming Pool Manager
Instructor I	Recreation Aide	

Classifications deleted in connection with the above are Field Worker and Instructor. The pay range for Museum Interpreter is revised to accommodate current rates for those jobs.

Financial Considerations: There is no additional cost to the changes to either ordinance. Savings from hiring these positions as City employees were stated in a previous Agenda.

Goal Impact: As a human resources and financial issue, goal impact falls under Internal Perspective.

Legal Considerations: The Department of Law has reviewed the ordinances and approved as to form.

Recommendations/Actions: It is recommended that the City Council adopt the ordinance and place it on first reading.

Attachments: Non-exempt Employee Salary and Classification Ordinances

ORDINANCE NO. 48-993
Non-exempt Salary

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 48-906

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. A schedule of standard pay ranges established for seasonal *lifeguard* classifications.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
April 30, 2011 – December 23, 2011

Range	A	B	C	D	F	G	H	I	J
101	7.25	7.75	8.25	8.75	9.25	9.75	10.25	10.75	11.25
102	8.00	8.50	9.00	9.50	10.00	10.50	11.00	11.50	12.00
103	10.00	10.75	11.50	12.25	13.00	13.75	14.50	15.25	16.00

SECTION 2. A schedule of standard pay ranges established for classifications in *Wichita Transit* represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G
312	10.2631	10.5196	10.7825	11.0521	11.3284	11.6116	11.9019
314	11.6567	11.9481	12.2469	12.5531	12.8668	13.1885	13.5183
315	11.6567	11.9481	12.2469	12.5531	12.8668	13.1885	13.5183
316	12.1777	12.4821	12.7941	13.1140	13.4418	13.7778	14.1224
317	13.0492	13.3754	13.7097	14.0525	14.4037	14.7639	15.1330
320	14.9655	15.3396	15.7231	16.1161	16.5192	16.9321	17.3553

Range	H	I	J	K	L	M	N	O
312	12.1994	12.5044	12.8170	13.1375	13.4658	13.8026	14.1476	14.5013
314	13.8561	14.2027	14.5576	14.9216	15.2945	15.6771	16.0690	16.4708
315	13.8561	14.2027	14.5576	14.9216	15.2945	15.6771	16.0690	16.4708
316	14.4754	14.8373	15.2083	15.5885	15.9782	16.3776	16.7871	17.2067
317	15.5115	15.8991	16.2966	16.7040	17.1216	17.5496	17.9884	18.4381
320	17.7892	18.2339	18.6899	19.1570	19.6358	20.1269	20.6301	21.1458

(THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.)

SECTION 3. A schedule of standard pay ranges established for classifications for *temporary, seasonal and/or intermittent* positions that are City employees and treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
April 30, 2011 – December 23, 2011

Range	A	B	C	D	E	F	G
406	7.9936	8.1934	8.3983	8.6082	8.8234	9.0440	9.2701
407	8.2977	8.5051	8.7178	8.9357	9.1591	9.3881	9.6228
408	8.6204	8.8359	9.0568	9.2833	9.5153	9.7532	9.9971
409	8.9723	9.1966	9.4265	9.6622	9.9037	10.1513	10.4051
410	9.3406	9.5741	9.8134	10.0588	10.3102	10.5680	10.8322
411	9.7134	9.9562	10.2051	10.4603	10.7218	10.9898	11.2646
412	10.1304	10.3837	10.6432	10.9093	11.1821	11.4616	11.7482
414	11.0115	11.2868	11.5690	11.8582	12.1547	12.4585	12.7700
415	11.5022	11.7898	12.0845	12.3866	12.6963	13.0137	13.3391
416	12.0150	12.3154	12.6233	12.9389	13.2623	13.5939	13.9337
417	12.5606	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665

Range	H	I	J	K	L	M	N	O
406	9.5019	9.7394	9.9829	10.2325	10.4883	10.7505	11.0192	11.2947
407	9.8634	10.1099	10.3627	10.6218	10.8873	11.1595	11.4385	11.7244
408	10.2470	10.5032	10.7657	11.0349	11.3108	11.5935	11.8834	12.1804
409	10.6653	10.9319	11.2052	11.4853	11.7724	12.0668	12.3684	12.6776
410	11.1030	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980
411	11.5462	11.8348	12.1307	12.4340	12.7448	13.0634	13.3900	13.7248
412	12.0419	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140
414	13.0893	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590
415	13.6725	14.0144	14.3647	14.7238	15.0919	15.4692	15.8560	16.2524
416	14.2821	14.6391	15.0051	15.3802	15.7647	16.1589	16.5628	16.9769
417	14.9306	15.3039	15.6865	16.0786	16.4806	16.8926	17.3149	17.7478

(THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.)

SECTION 4. A schedule of standard pay ranges established for positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G
602	7.3250	7.5082	7.6959	7.8883	8.0855	8.2876	8.4948
606	7.9936	8.1934	8.3983	8.6082	8.8234	9.0440	9.2701
607	8.2977	8.5051	8.7178	8.9357	9.1591	9.3881	9.6228
608	8.6204	8.8359	9.0568	9.2833	9.5153	9.7532	9.9971
609	8.9723	9.1966	9.4265	9.6622	9.9037	10.1513	10.4051
610	9.3406	9.5741	9.8134	10.0588	10.3102	10.5680	10.8322
611	9.7134	9.9562	10.2051	10.4603	10.7218	10.9898	11.2646
612	10.1304	10.3837	10.6432	10.9093	11.1821	11.4616	11.7482
613	10.5532	10.8170	11.0874	11.3646	11.6487	11.9399	12.2384
614	11.0115	11.2868	11.5690	11.8582	12.1547	12.4585	12.7700
615	11.5022	11.7898	12.0845	12.3866	12.6963	13.0137	13.3391
616	12.0150	12.3154	12.6233	12.9389	13.2623	13.5939	13.9337
617	12.5606	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665
618	13.1401	13.4686	13.8053	14.1504	14.5042	14.8668	15.2384
619	13.7545	14.0983	14.4508	14.8121	15.1824	15.5619	15.9510
620	14.3900	14.7498	15.1185	15.4965	15.8839	16.2810	16.6880
621	15.0888	15.4661	15.8527	16.2490	16.6553	17.0716	17.4984
622	15.8184	16.2139	16.6192	17.0347	17.4606	17.8971	18.3445
623	16.5855	17.0001	17.4251	17.8607	18.3072	18.7649	19.2341
624	17.4113	17.8466	18.2928	18.7501	19.2188	19.6993	20.1918
625	18.2785	18.7354	19.2038	19.6839	20.1760	20.6804	21.1974
626	19.1987	19.6787	20.1707	20.6749	21.1918	21.7216	22.2647
627	20.1743	20.6786	21.1956	21.7255	22.2686	22.8253	23.3960

Range	H	I	J	K	L	M	N	O
602	8.7072	8.9248	9.1480	9.3767	9.6111	9.8513	10.0976	10.3501
606	9.5019	9.7394	9.9829	10.2325	10.4883	10.7505	11.0192	11.2947
607	9.8634	10.1099	10.3627	10.6218	10.8873	11.1595	11.4385	11.7244
608	10.2470	10.5032	10.7657	11.0349	11.3108	11.5935	11.8834	12.1804
609	10.6653	10.9319	11.2052	11.4853	11.7724	12.0668	12.3684	12.6776
610	11.1030	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980
611	11.5462	11.8348	12.1307	12.4340	12.7448	13.0634	13.3900	13.7248
612	12.0419	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140
613	12.5444	12.8580	13.1794	13.5089	13.8467	14.1928	14.5476	14.9113
614	13.0893	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590
615	13.6725	14.0144	14.3647	14.7238	15.0919	15.4692	15.8560	16.2524
616	14.2821	14.6391	15.0051	15.3802	15.7647	16.1589	16.5628	16.9769
617	14.9306	15.3039	15.6865	16.0786	16.4806	16.8926	17.3149	17.7478
618	15.6194	16.0099	16.4101	16.8204	17.2409	17.6719	18.1137	18.5666
619	16.3497	16.7585	17.1774	17.6069	18.0471	18.4982	18.9607	19.4347
620	17.1052	17.5329	17.9712	18.4205	18.8810	19.3530	19.8368	20.3328
621	17.9359	18.3843	18.8439	19.3150	19.7979	20.2928	20.8001	21.3201
622	18.8031	19.2732	19.7550	20.2489	20.7551	21.2740	21.8059	22.3510
623	19.7149	20.2078	20.7130	21.2308	21.7616	22.3056	22.8632	23.4348
624	20.6966	21.2140	21.7444	22.2880	22.8452	23.4163	24.0017	24.6017
625	21.7274	22.2706	22.8273	23.3980	23.9829	24.5825	25.1971	25.8270
626	22.8213	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273
627	23.9809	24.5804	25.1949	25.8248	26.4704	27.1322	27.8105	28.5057

SECTION 5. A schedule of standard pay ranges established for **Airport Safety** positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS

December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	12.0518	12.3530	12.6619	12.9785	13.3030	13.6355	13.9763
40 Hour Week	16.8725	17.2943	17.7266	18.1698	18.6240	19.0896	19.5669
692*							
24 Hour Shift	13.2569	13.5883	13.9281	14.2764	14.6331	14.9990	15.3739
40 Hour Week	18.5597	19.0236	19.4993	19.9868	20.4864	20.9986	21.5236

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	14.3258	14.6839	15.0510	15.4273	15.8129	16.2082	16.6134	17.0287
40 Hour Week	20.0560	20.5574	21.0714	21.5981	22.1381	22.6916	23.2588	23.8402
692*								
24 Hour Shift	15.7583	16.1523	16.5560	16.9700	17.3943	17.8291	18.2747	18.7318
40 Hour Week	22.0617	22.6132	23.1785	23.7580	24.3520	24.9606	25.5847	26.2244

* Hourly rates in this pay range that are designated "24-Hour Shift" are for **Airport Safety** positions assigned to work 24-hour shifts with schedules based on a 27-day work period. The rates designated "40-Hour Week" are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 6. A schedule of standard pay ranges established for commissioned and non-commissioned positions in the **Police Department** that are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS

December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G
710	14.9835	15.3581	15.7421	16.1356	16.5390	16.9525	17.3763
711	15.8815	16.2785	16.6854	17.1026	17.5301	17.9684	18.4176
712	16.9054	17.3280	17.7612	18.2053	18.6604	19.1269	19.6051
714	18.1161	18.5690	19.0332	19.5090	19.9968	20.4967	21.0091
722	19.0770	---	---	---	---	---	---
723	19.9759	20.4753	20.9871	21.5118	22.0496	22.6009	23.1659
724	21.9461	22.4947	23.0571	23.6335	24.2243	24.8300	25.4507
725*	24.1341	24.7374	25.3558	25.9897	26.6395	27.3055	27.9881
727*	---	---	---	---	---	28.8444	29.5656

Range	H	I	J	K	L	M	N	O
710	17.8107	18.2560	18.7124	19.1802	19.6597	20.1512	20.6550	21.1713
711	18.8781	19.3500	19.8338	20.3296	20.8378	21.3588	21.8928	22.4401
712	20.0952	20.5976	21.1125	21.6403	22.1813	22.7359	23.3043	23.8869
714	21.5343	22.0727	22.6245	23.1901	23.7699	24.3641	24.9732	25.5976
722	---	---	---	---	---	---	---	---
723	23.7450	24.3387	24.9471	25.5708	26.2101	26.8653	27.5370	28.2254
724	26.0870	26.7391	27.4076	28.0928	28.7951	29.5150	30.2529	31.0092
725*	28.6878	29.4050	30.1401	30.8936	31.6660	32.4576	33.2691	34.1008
727*	30.3047	31.0623	31.8390	32.6348	33.4507	34.2869	35.1441	36.0227

*Hourly rates in this pay range are for law enforcement positions assigned to work a 42.5-hour per week schedule

SECTION 7. A schedule of standard pay ranges established for commissioned positions in the **Fire Department** in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2010 – December 23, 2011

December 29, 2010

December 29, 2011

Range	A	B	C	D	E	F	G	
821	16.2772	---	---	---	---	---	---	
824	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102	
827* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	
827* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	
891* 24 Hr	13.2692	13.6009	13.9409	14.2895	14.6467	15.0129	15.3882	
891* 40 Hr	18.5769	19.0413	19.5173	20.0052	20.5054	21.0180	21.5435	
892* 24 Hr	14.6653	15.0320	15.4078	15.7930	16.1878	16.5925	17.0073	
892* 40 Hr.	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102	
893* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	
893* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	
Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
827* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
827* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653
891* 24 Hr	15.7729	16.1672	16.5714	16.9857	17.4103	17.8456	18.2917	18.7490
891* 40 Hr	22.0820	22.6341	23.2000	23.7800	24.3745	24.9838	25.6084	26.2486
892* 24 Hr	17.4325	17.8683	18.3150	18.7729	19.2422	19.7233	20.2163	20.7217
892* 40 Hr.	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
893* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
893* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653

*Hourly rates in this pay range that are designated "24-Hour Shift" are for fire protection positions assigned to work hour shifts with schedules based on a 27-day work period. The rates designated "40-Hour Week" are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 8. A schedule of standard pay ranges established for professional positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G
926	19.1987	19.6787	20.1708	20.6750	21.1919	21.7215	22.2647
927	20.1743	20.6786	21.1956	21.7255	22.2686	22.8253	23.3959
928	21.1830	21.7127	22.2555	22.8119	23.3822	23.9667	24.5658
929	22.2423	22.7982	23.3682	23.9523	24.5512	25.1651	25.7941

Range	H	I	J	K	L	M	N	O
926	22.8218	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273
927	23.9809	24.5804	25.1949	25.8248	26.4704	27.1321	27.8104	28.5057
928	25.1801	25.8095	26.4547	27.1161	27.7941	28.4889	29.2011	29.9311
929	26.4390	27.0999	27.7775	28.4719	29.1838	29.9133	30.6611	31.4277

SECTION 9. Other Provisions

- a. Unless otherwise indicated in the schedule contained in Sections 1 through 8 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
- (1) Commissioned officers of the Police Department who are required to wear uniforms while on duty will be issued a complete uniform. All uniform items issued under the uniform program shall remain the property of the City of Wichita.
 - (2) Commissioned Police Department Personnel, as well as Traffic Safety Officers, Warrant Officers, Station Clerks, and Crime Scene Investigators shall be allowed up to a maximum of \$650 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. Uniformed employees may expend up to \$200 of the allowance for civilian attire each year. This provision applies below the rank of Deputy Police Chief. It does not apply to civilianized positions that are not required to be in uniform.
 - (3) All members of the Reserve Police Force may, at the discretion of the City Manager, be paid up to but not exceeding the sum of \$60.00 per year, in accordance with the clothing maintenance and allowance program promulgated and administered by the City Manager, which program may be revised and amended.
 - (4) Commissioned officers of the Fire Department who are required to wear uniforms while on duty will be paid up to but not exceeding the additional sum of \$600. This provision applies to positions below the rank of Deputy Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items that the City Manager may authorize.

- (5) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.
- (6) Service Officers, Security Screeners and Security Officers in the Police Department shall be allowed up to a maximum of \$450.00 in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.

The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- (7) Commissioned officers of the Police Department who have received a degree from a four-year college or university will receive \$110.00 per month for a bachelor's degree or \$135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement program.
- (8) Commissioned members of the Fire Department shall receive education pay of \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the

Tuition Reimbursement program.

- (9) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive education pay of \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.
- (10) Police Department personnel who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Special Duty Pay, not to exceed \$60.00 per pay period in which at least ten (10) flight hours are logged. Special Duty Pay also applies to Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine or SWAT duty; they shall be compensated \$60.00 per pay period in addition to their regular pay. An employee may receive only one category of Special Duty Pay.
- (11) IAFF-represented Fire Department personnel who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional \$35.00 per pay period. This provision also applies to Fire Battalion Chiefs who qualify. An employee may receive only one category of Special Duty Pay.
- (12) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician (EMT) course.
- (13) Police Officers who are assigned to Field Training Officer duty shall be entitled to an additional \$0.80 per hour while actually assigned to the training of newly commissioned officers and newly commissioned reserve police officers. This shall occur only during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police). Police Sergeants who are assigned to a Police Field Training Sergeant duty shall be entitled to an additional \$0.70 per hour while actually assigned to supervise the training of newly commissioned officers and newly commissioned reserve police officers. This pay shall only occur during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police).
- (14) FOP-represented employees who opt to take and pass an annual fitness test will receive a \$100 bonus for each year in which they pass the test.
- (15) Sports Officials, if City employees, will be paid on a per game basis with pay ranging from \$18 to \$60 per game. Individual rates depend on the specific sport and/or certification level of the official.
- (16) Shift differential will be paid at a rate of \$.75 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt employees represented by the Service Employees' International Union or by Employees' Council.

The following work time will be used to differentiate between shifts for employees in the Fire Department represented by the International Association of Fire fighters:

1 st Shift: From	4:00 a.m. to 2:59 p.m.
2 nd Shift: From	3:00 p.m. to 9:59 p.m.
3 rd Shift: From	10:00 p.m. to 3:59 p.m.

The following work time will be used to differentiate between shifts for employees represented by the Fraternal Order of Police:

1 st Shift: From	6:00 a.m.	To: 10:00 a.m.
2 nd Shift: From	10:00 a.m.	To: 5:00 p.m.
3 rd Shift: From	5:00 p.m.	To: 11:00 pm.
4 th Shift: From	11:00 p.m.	To: 6:00 a.m.

Employees represented by the Fraternal Order of Police shall receive \$0.75 per hour shift differential for 2nd, 3rd and 4th shift, in addition to regular wages.

Employees of the Fire Department represented by the International Association of Fire Fighters who work a 40 hour week will receive \$0.15 per hour differential for 2nd shift and \$0.25 per hour for 3rd shift.

- (17) An employee who is put on standby status shall be compensated at the rate of \$1.00 per hour for every hour on standby status.
- (18) Allowance for travel expenses or for the use of personally owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

- (19) In recognition of long and faithful service the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed \$2.00 times the total years of service, per month, e.g., \$2.00 X 10 years of service = \$20.00 per month payment. For employees with over eleven years accumulative City employment, the payment shall be \$5.00 time the total years of service per month, e.g., \$5.00 X 12 years of service = \$60.00 per month in payment. Refer to the Memorandum of Agreement for longevity pay for Teamsters Union Local #795 (Transit) positions.
- (20) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four (4) weeks, or in accordance with approved Memoranda of Agreement with recognized employee organizations.
- (21) If an employee moves into a new classification because of a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

- b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
- c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
- d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
- e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
- f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

- g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
- h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.
- i. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
- j. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 9. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 10. Ordinance No. **48-906** is hereby repealed.

SECTION 11. This ordinance shall take effect on April 30, 2011, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 26th day of April 2011.

Carl Brewer, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

**ORDINANCE NO.
Non-exempt Salary**

AN ORDINANCE PROVIDING FOR A UNIFORM SCHEDULE OF STANDARD PAY RANGES FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA, REPEALING ORDINANCE NO. 48-906

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. A schedule of standard pay ranges established for seasonal *lifeguard* classifications.

**SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
April 30, 2011 – December 23, 2011**

Range	A	B	C	D	F	G	H	I	J
101	7.25	7.75	8.25	8.75	9.25	9.75	10.25	10.75	11.25
102	8.00	8.50	9.00	9.50	10.00	10.50	11.00	11.50	12.00
103	10.00	10.75	11.50	12.25	13.00	13.75	14.50	15.25	16.00

SECTION 2. A schedule of standard pay ranges established for classifications in *Wichita Transit* represented by Teamsters Union Local #795, and in which employees are treated as non-exempt from the overtime provisions of the FLSA.

**SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2010 – December 23, 2011**

Range	A	B	C	D	E	F	G
312	10.2631	10.5196	10.7825	11.0521	11.3284	11.6116	11.9019
314	11.6567	11.9481	12.2469	12.5531	12.8668	13.1885	13.5183
315	11.6567	11.9481	12.2469	12.5531	12.8668	13.1885	13.5183
316	12.1777	12.4821	12.7941	13.1140	13.4418	13.7778	14.1224
317	13.0492	13.3754	13.7097	14.0525	14.4037	14.7639	15.1330
320	14.9655	15.3396	15.7231	16.1161	16.5192	16.9321	17.3553

Range	H	I	J	K	L	M	N	O
312	12.1994	12.5044	12.8170	13.1375	13.4658	13.8026	14.1476	14.5013
314	13.8561	14.2027	14.5576	14.9216	15.2945	15.6771	16.0690	16.4708
315	13.8561	14.2027	14.5576	14.9216	15.2945	15.6771	16.0690	16.4708
316	14.4754	14.8373	15.2083	15.5885	15.9782	16.3776	16.7871	17.2067
317	15.5115	15.8991	16.2966	16.7040	17.1216	17.5496	17.9884	18.4381
320	17.7892	18.2339	18.6899	19.1570	19.6358	20.1269	20.6301	21.1458

(THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.)

SECTION 3. A schedule of standard pay ranges established for classifications for *temporary, seasonal and/or intermittent* positions that are City employees and treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
~~December 25, 2010~~ April 30, 2011 – December 23, 2011

Range	A	B	C	D	E	F	G
406	7.9936	8.1934	8.3983	8.6082	8.8234	9.0440	9.2701
407	8.2977	8.5051	8.7178	8.9357	9.1591	9.3881	9.6228
408	8.6204	8.8359	9.0568	9.2833	9.5153	9.7532	9.9971
409	8.9723	9.1966	9.4265	9.6622	9.9037	10.1513	10.4051
410	9.3406	9.5741	9.8134	10.0588	10.3102	10.5680	10.8322
411	9.7134	9.9562	10.2051	10.4603	10.7218	10.9898	11.2646
412	10.1304	10.3837	10.6432	10.9093	11.1821	11.4616	11.7482
414	11.0115	11.2868	11.5690	11.8582	12.1547	12.4585	12.7700
415	11.5022	11.7898	12.0845	12.3866	12.6963	13.0137	13.3391
416	12.0150	12.3154	12.6233	12.9389	13.2623	13.5939	13.9337
417	12.5606	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665

Range	H	I	J	K	L	M	N	O
406	9.5019	9.7394	9.9829	10.2325	10.4883	10.7505	11.0192	11.2947
407	9.8634	10.1099	10.3627	10.6218	10.8873	11.1595	11.4385	11.7244
408	10.2470	10.5032	10.7657	11.0349	11.3108	11.5935	11.8834	12.1804
409	10.6653	10.9319	11.2052	11.4853	11.7724	12.0668	12.3684	12.6776
410	11.1030	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980
411	11.5462	11.8348	12.1307	12.4340	12.7448	13.0634	13.3900	13.7248
412	12.0419	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140
414	13.0893	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590
415	13.6725	14.0144	14.3647	14.7238	15.0919	15.4692	15.8560	16.2524
416	14.2821	14.6391	15.0051	15.3802	15.7647	16.1589	16.5628	16.9769
417	14.9306	15.3039	15.6865	16.0786	16.4806	16.8926	17.3149	17.7478

(THE REST OF THIS PAGE IS LEFT BLANK INTENTIONALLY.)

SECTION 4. A schedule of standard pay ranges established for positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G
602	7.3250	7.5082	7.6959	7.8883	8.0855	8.2876	8.4948
606	7.9936	8.1934	8.3983	8.6082	8.8234	9.0440	9.2701
607	8.2977	8.5051	8.7178	8.9357	9.1591	9.3881	9.6228
608	8.6204	8.8359	9.0568	9.2833	9.5153	9.7532	9.9971
609	8.9723	9.1966	9.4265	9.6622	9.9037	10.1513	10.4051
610	9.3406	9.5741	9.8134	10.0588	10.3102	10.5680	10.8322
611	9.7134	9.9562	10.2051	10.4603	10.7218	10.9898	11.2646
612	10.1304	10.3837	10.6432	10.9093	11.1821	11.4616	11.7482
613	10.5532	10.8170	11.0874	11.3646	11.6487	11.9399	12.2384
614	11.0115	11.2868	11.5690	11.8582	12.1547	12.4585	12.7700
615	11.5022	11.7898	12.0845	12.3866	12.6963	13.0137	13.3391
616	12.0150	12.3154	12.6233	12.9389	13.2623	13.5939	13.9337
617	12.5606	12.8746	13.1965	13.5264	13.8646	14.2112	14.5665
618	13.1401	13.4686	13.8053	14.1504	14.5042	14.8668	15.2384
619	13.7545	14.0983	14.4508	14.8121	15.1824	15.5619	15.9510
620	14.3900	14.7498	15.1185	15.4965	15.8839	16.2810	16.6880
621	15.0888	15.4661	15.8527	16.2490	16.6553	17.0716	17.4984
622	15.8184	16.2139	16.6192	17.0347	17.4606	17.8971	18.3445
623	16.5855	17.0001	17.4251	17.8607	18.3072	18.7649	19.2341
624	17.4113	17.8466	18.2928	18.7501	19.2188	19.6993	20.1918
625	18.2785	18.7354	19.2038	19.6839	20.1760	20.6804	21.1974
626	19.1987	19.6787	20.1707	20.6749	21.1918	21.7216	22.2647
627	20.1743	20.6786	21.1956	21.7255	22.2686	22.8253	23.3960

Range	H	I	J	K	L	M	N	O
602	8.7072	8.9248	9.1480	9.3767	9.6111	9.8513	10.0976	10.3501
606	9.5019	9.7394	9.9829	10.2325	10.4883	10.7505	11.0192	11.2947
607	9.8634	10.1099	10.3627	10.6218	10.8873	11.1595	11.4385	11.7244
608	10.2470	10.5032	10.7657	11.0349	11.3108	11.5935	11.8834	12.1804
609	10.6653	10.9319	11.2052	11.4853	11.7724	12.0668	12.3684	12.6776
610	11.1030	11.3806	11.6651	11.9567	12.2556	12.5620	12.8761	13.1980
611	11.5462	11.8348	12.1307	12.4340	12.7448	13.0634	13.3900	13.7248
612	12.0419	12.3429	12.6515	12.9678	13.2920	13.6243	13.9649	14.3140
613	12.5444	12.8580	13.1794	13.5089	13.8467	14.1928	14.5476	14.9113
614	13.0893	13.4165	13.7519	14.0957	14.4481	14.8093	15.1795	15.5590
615	13.6725	14.0144	14.3647	14.7238	15.0919	15.4692	15.8560	16.2524
616	14.2821	14.6391	15.0051	15.3802	15.7647	16.1589	16.5628	16.9769
617	14.9306	15.3039	15.6865	16.0786	16.4806	16.8926	17.3149	17.7478
618	15.6194	16.0099	16.4101	16.8204	17.2409	17.6719	18.1137	18.5666
619	16.3497	16.7585	17.1774	17.6069	18.0471	18.4982	18.9607	19.4347
620	17.1052	17.5329	17.9712	18.4205	18.8810	19.3530	19.8368	20.3328
621	17.9359	18.3843	18.8439	19.3150	19.7979	20.2928	20.8001	21.3201
622	18.8031	19.2732	19.7550	20.2489	20.7551	21.2740	21.8059	22.3510
623	19.7149	20.2078	20.7130	21.2308	21.7616	22.3056	22.8632	23.4348
624	20.6966	21.2140	21.7444	22.2880	22.8452	23.4163	24.0017	24.6017
625	21.7274	22.2706	22.8273	23.3980	23.9829	24.5825	25.1971	25.8270
626	22.8213	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273
627	23.9809	24.5804	25.1949	25.8248	26.4704	27.1322	27.8105	28.5057

SECTION 5. A schedule of standard pay ranges established for **Airport Safety** positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS

December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G
691*							
24 Hour Shift	12.0518	12.3530	12.6619	12.9785	13.3030	13.6355	13.9763
40 Hour Week	16.8725	17.2943	17.7266	18.1698	18.6240	19.0896	19.5669
692*							
24 Hour Shift	13.2569	13.5883	13.9281	14.2764	14.6331	14.9990	15.3739
40 Hour Week	18.5597	19.0236	19.4993	19.9868	20.4864	20.9986	21.5236

Range	H	I	J	K	L	M	N	O
691*								
24 Hour Shift	14.3258	14.6839	15.0510	15.4273	15.8129	16.2082	16.6134	17.0287
40 Hour Week	20.0560	20.5574	21.0714	21.5981	22.1381	22.6916	23.2588	23.8402
692*								
24 Hour Shift	15.7583	16.1523	16.5560	16.9700	17.3943	17.8291	18.2747	18.7318
40 Hour Week	22.0617	22.6132	23.1785	23.7580	24.3520	24.9606	25.5847	26.2244

* Hourly rates in this pay range that are designated "24-Hour Shift" are for **Airport Safety** positions assigned to work 24-hour shifts with schedules based on a 27-day work period. The rates designated "40-Hour Week" are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 6. A schedule of standard pay ranges established for commissioned and non-commissioned positions in the **Police Department** that are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS

December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G
710	14.9835	15.3581	15.7421	16.1356	16.5390	16.9525	17.3763
711	15.8815	16.2785	16.6854	17.1026	17.5301	17.9684	18.4176
712	16.9054	17.3280	17.7612	18.2053	18.6604	19.1269	19.6051
714	18.1161	18.5690	19.0332	19.5090	19.9968	20.4967	21.0091
722	19.0770	---	---	---	---	---	---
723	19.9759	20.4753	20.9871	21.5118	22.0496	22.6009	23.1659
724	21.9461	22.4947	23.0571	23.6335	24.2243	24.8300	25.4507
725*	24.1341	24.7374	25.3558	25.9897	26.6395	27.3055	27.9881
727*	---	---	---	---	---	28.8444	29.5656

Range	H	I	J	K	L	M	N	O
710	17.8107	18.2560	18.7124	19.1802	19.6597	20.1512	20.6550	21.1713
711	18.8781	19.3500	19.8338	20.3296	20.8378	21.3588	21.8928	22.4401
712	20.0952	20.5976	21.1125	21.6403	22.1813	22.7359	23.3043	23.8869
714	21.5343	22.0727	22.6245	23.1901	23.7699	24.3641	24.9732	25.5976
722	---	---	---	---	---	---	---	---
723	23.7450	24.3387	24.9471	25.5708	26.2101	26.8653	27.5370	28.2254
724	26.0870	26.7391	27.4076	28.0928	28.7951	29.5150	30.2529	31.0092
725*	28.6878	29.4050	30.1401	30.8936	31.6660	32.4576	33.2691	34.1008
727*	30.3047	31.0623	31.8390	32.6348	33.4507	34.2869	35.1441	36.0227

*Hourly rates in this pay range are for law enforcement positions assigned to work a 42.5-hour per week schedule

SECTION 7. A schedule of standard pay ranges established for commissioned positions in the **Fire Department** in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G	
821	16.2772	---	---	---	---	---	---	
824	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102	
827* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	
827* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	
891* 24 Hr	13.2692	13.6009	13.9409	14.2895	14.6467	15.0129	15.3882	
891* 40 Hr	18.5769	19.0413	19.5173	20.0052	20.5054	21.0180	21.5435	
892* 24 Hr	14.6653	15.0320	15.4078	15.7930	16.1878	16.5925	17.0073	
892* 40 Hr.	20.5315	21.0448	21.5709	22.1102	22.6629	23.2295	23.8102	
893* 24 Hr.	16.2602	16.6667	17.0834	17.5104	17.9482	18.3969	18.8568	
893* 40 Hr.	22.7643	23.3334	23.9167	24.5146	25.1275	25.7557	26.3996	
Range	H	I	J	K	L	M	N	O
821	---	---	---	---	---	---	---	---
824	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
827* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
827* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653
891* 24 Hr	15.7729	16.1672	16.5714	16.9857	17.4103	17.8456	18.2917	18.7490
891* 40 Hr	22.0820	22.6341	23.2000	23.7800	24.3745	24.9838	25.6084	26.2486
892* 24 Hr	17.4325	17.8683	18.3150	18.7729	19.2422	19.7233	20.2163	20.7217
892 *40 Hr.	24.4055	25.0156	25.6410	26.2820	26.9391	27.6126	28.3029	29.0104
893* 24 Hr.	19.3283	19.8115	20.3068	20.8144	21.3348	21.8682	22.4149	22.9752
893* 40 Hr.	27.0596	27.7361	28.4295	29.1402	29.8687	30.6154	31.3808	32.1653

*Hourly rates in this pay range that are designated “24-Hour Shift” are for fire protection positions assigned to work hour shifts with schedules based on a 27-day work period. The rates designated “40-Hour Week” are provided to accommodate the need to assign an employee in a position classification assigned to one of these ranges to a duty requiring that work be performed during a 40-hour per week schedule.

SECTION 8. A schedule of standard pay ranges established for professional positions in which employees are treated as non-exempt from the overtime provisions of the FLSA.

SCHEDULE OF STANDARD PAY RANGES IN HOURLY AMOUNTS
December 25, 2010 – December 23, 2011

Range	A	B	C	D	E	F	G
926	19.1987	19.6787	20.1708	20.6750	21.1919	21.7215	22.2647
927	20.1743	20.6786	21.1956	21.7255	22.2686	22.8253	23.3959
928	21.1830	21.7127	22.2555	22.8119	23.3822	23.9667	24.5658
929	22.2423	22.7982	23.3682	23.9523	24.5512	25.1651	25.7941

Range	H	I	J	K	L	M	N	O
926	22.8218	23.3918	23.9766	24.5760	25.1904	25.8202	26.4657	27.1273
927	23.9809	24.5804	25.1949	25.8248	26.4704	27.1321	27.8104	28.5057
928	25.1801	25.8095	26.4547	27.1161	27.7941	28.4889	29.2011	29.9311
929	26.4390	27.0999	27.7775	28.4719	29.1838	29.9133	30.6611	31.4277

SECTION 9. Other Provisions

- a. Unless otherwise indicated in the schedule contained in Sections 1 through 8 above, the pay ranges enumerated in said Sections shall constitute the total pay received by employees, subject to the following exceptions:
- (1) Commissioned officers of the Police Department who are required to wear uniforms while on duty will be issued a complete uniform. All uniform items issued under the uniform program shall remain the property of the City of Wichita.
 - (2) Commissioned Police Department Personnel, as well as Traffic Safety Officers, Warrant Officers, Station Clerks, and Crime Scene Investigators shall be allowed up to a maximum of \$650 in department credit or vouchers for replacement of uniforms and/or civilian attire in accordance with departmental policy. Uniformed employees may expend up to \$200 of the allowance for civilian attire each year. This provision applies below the rank of Deputy Police Chief. It does not apply to civilianized positions that are not required to be in uniform.
 - (3) All members of the Reserve Police Force may, at the discretion of the City Manager, be paid up to but not exceeding the sum of \$60.00 per year, in accordance with the clothing maintenance and allowance program promulgated and administered by the City Manager, which program may be revised and amended.
 - (4) Commissioned officers of the Fire Department who are required to wear uniforms while on duty will be paid up to but not exceeding the additional sum of \$600. This provision applies to positions below the rank of Deputy Fire Chief.

Protective clothing will be furnished to such members of the Fire Department as may be designated by the Director of the Department. Protective clothing shall include bunkers, coats, boots, and any other items that the City Manager may authorize.

- (5) Uniforms may be prescribed for employees in positions whose duties bring them in frequent contact with the public. Department directors may acquire, with approval of the City Manager, uniforms within budgeted amounts.
- (6) Service Officers, Security Screeners and Security Officers in the Police Department shall be allowed up to a maximum of \$450.00 in department credit or vouchers for replacement of uniforms in accordance with Departmental Policy. No allowance shall be paid in the year of initial uniform issue or any subsequent year in which all new uniforms are issued.

The City Manager may approve an annual uniform allowance or credit vouchers up to a maximum of \$125.00 for other noncommissioned City employees required to wear a standardized uniform in the performance of their assigned duties. The allowance will vary depending upon the actual costs of replacing different kinds of uniforms and departmental policy. The City Manager shall determine which positions will require such uniforms and may revise and amend such determination at his/her discretion.

Reimbursement shall be made to eligible employees, of an amount not to exceed \$150.00, expended for safety boots that meet the specifications set by the City. The City Manager shall determine which positions are eligible and may revise and amend such determination at his/her discretion.

- (7) Commissioned officers of the Police Department who have received a degree from a four-year college or university will receive \$110.00 per month for a bachelor's degree or \$135.00 per month for a master's degree. The degree must be in Administration of Justice, a related field, or be approved the Department Director and the City Manager. These employees are not eligible for the Tuition Reimbursement program.
- (8) Commissioned members of the Fire Department shall receive education pay of \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the

Tuition Reimbursement program.

- (9) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive education pay of \$50.00 per month for a bachelor's degree or \$75.00 per month for a master's degree from a college or university accredited by an agency recognized by the Kansas Board of Regents and certified as eligible by the Human Resources Department. These employees are not eligible for the Tuition Reimbursement program.
- (10) Police Department personnel who are assigned to duty requiring regular and frequent aerial flights shall be entitled to Special Duty Pay, not to exceed \$60.00 per pay period in which at least ten (10) flight hours are logged. Special Duty Pay also applies to Police Department personnel who are certified/trained and assigned to bomb duty, clandestine labs, canine or SWAT duty; they shall be compensated \$60.00 per pay period in addition to their regular pay. An employee may receive only one category of Special Duty Pay.
- (11) IAFF-represented Fire Department personnel who are certified as, and members of, the team assigned to Arson Investigation, Haz-Mat or Technical Rescue, will receive an additional \$35.00 per pay period. This provision also applies to Fire Battalion Chiefs who qualify. An employee may receive only one category of Special Duty Pay.
- (12) Airport Police and Fire Officers represented by the Teamsters Union Local #795 shall receive \$35.00 per pay period in addition to their base pay upon satisfactory completion of an accredited Emergency Medical Technician (EMT) course.
- (13) Police Officers who are assigned to Field Training Officer duty shall be entitled to an additional \$0.80 per hour while actually assigned to the training of newly commissioned officers and newly commissioned reserve police officers. This shall occur only during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police). Police Sergeants who are assigned to a Police Field Training Sergeant duty shall be entitled to an additional \$0.70 per hour while actually assigned to supervise the training of newly commissioned officers and newly commissioned reserve police officers. This pay shall only occur during the training cycle or remedial training cycle established for such new officers (or such training cycle as may be approved by the Chief of Police).
- (14) FOP-represented employees who opt to take and pass an annual fitness test will receive a \$100 bonus for each year in which they pass the test.
- (15) Sports Officials, if City employees, will be paid on a per game basis with pay ranging from \$18 to \$60 per game. Individual rates depend on the specific sport and/or certification level of the official.
- (16) Shift differential will be paid at a rate of \$.75 per hour for hours actually worked between 6:00 p.m. and 6:00 a.m. for full-time non-exempt employees represented by the Service Employees' International Union or by Employees' Council.

The following work time will be used to differentiate between shifts for employees in the Fire Department represented by the International Association of Fire fighters:

1 st Shift:	From	4:00 a.m. to 2:59 p.m.
2 nd Shift:	From	3:00 p.m. to 9:59 p.m.
3 rd Shift:	From	10:00 p.m. to 3:59 p.m.

The following work time will be used to differentiate between shifts for employees represented by the Fraternal Order of Police:

1 st Shift:	From	6:00 a.m.	To: 10:00 a.m.
2 nd Shift:	From	10:00 a.m.	To: 5:00 p.m.
3 rd Shift:	From	5:00 p.m.	To: 11:00 pm.
4 th Shift:	From	11:00 p.m.	To: 6:00 a.m.

Employees represented by the Fraternal Order of Police shall receive \$0.75 per hour shift differential for 2nd, 3rd and 4th shift, in addition to regular wages.

Employees of the Fire Department represented by the International Association of Fire Fighters who work a 40 hour week will receive \$0.15 per hour differential for 2nd shift and \$0.25 per hour for 3rd shift.

- (17) An employee who is put on standby status shall be compensated at the rate of \$1.00 per hour for every hour on standby status.
- (18) Allowance for travel expenses or for the use of personally owned vehicles may be made by the City Manager; and such other expenses incurred in, and as part of, official City business as shall be authorized and approved by the City Manager.

Any subsistence furnished employees shall be deducted from the gross pay in the amount of the equivalent cash value as determined by the City Manager.

- (19) In recognition of long and faithful service the City Manager may approve longevity pay for certain employees in addition to other remuneration received. Such payments may commence upon the completion of six years total accumulative municipal employment, and continue each year thereafter so long as an employee shall remain in the active service of the City. The payment shall be an amount not to exceed \$2.00 times the total years of service, per month, e.g., \$2.00 X 10 years of service = \$20.00 per month payment. For employees with over eleven years accumulative City employment, the payment shall be \$5.00 time the total years of service per month, e.g., \$5.00 X 12 years of service = \$60.00 per month in payment. Refer to the Memorandum of Agreement for longevity pay for Teamsters Union Local #795 (Transit) positions.
- (20) The City Manager may authorize compensation to employees serving in an acting capacity, at the pay range of such position being filled, when such acting capacity is expected to exceed four (4) weeks, or in accordance with approved Memoranda of Agreement with recognized employee organizations.
- (21) If an employee moves into a new classification because of a reclassification, or if an employee receives a pay range reduction, and if the employee's pay is more than the maximum pay in the new range, the employee's pay will be reduced to the maximum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate. Such employees may not receive further merit or cost of living increases until the pay range equals or exceeds the amount paid the employee.

If an employee moves into a higher classification due to a reclassification, and if the employee's pay falls below the minimum of the new range, the employee's pay will be increased to the minimum for the new pay range, or the employee may, at the discretion of the City Manager, continue to be paid at his/her current rate for up to six months following the reclassification.

- b. In addition to the compensation provided for above, there shall be paid to each employee coming within the provisions of the Kansas Workers' Compensation Act during any period of total disability compensable under said Act for a period not exceeding 90 consecutive calendar days from date of injury, his/her net pay less compensation payments received under the provisions of said Act.
- c. The City Manager shall certify the classification and compensation of each employee of the City of Wichita, and any change of classification or compensation of any employee.
- d. The City Manager shall formulate such rules and regulations as shall be necessary to carry out the purposes and intent of this Ordinance, and to establish equitable conditions of employment under the various departments and employees, including all available employee benefits.
- e. The Human Resources Director shall keep permanent records of the certification of classification and payment as is provided for in this Ordinance.
- f. The City Manager is authorized to adjust the scheduled pay ranges for specific positions, in an amount not to exceed 10%, to avoid inequities or address compression issues which may arise. In the event the City Manager exercises this authority to adjust the pay ranges, he/she shall make available to the City Council, upon request, information regarding such adjustment, and such adjustments shall be reflected in future general ordinances establishing position classifications and pay rates.

- g. If the City Manager of the City of Wichita should decide to create a new classification of positions and prescribe payments for such classifications, he/she shall make available a statement of the duties and responsibilities of such classification, together with the proposed compensation for such classification to the City Council upon request.
- h. The City of Wichita is hereby authorized to withhold from the salaries and wages of its employees such sums as they may designate.
- i. Any compensation granted as a bonus or one-time payment to an employee in any retirement plan will not be subject to retirement withholding nor will it be included in the final average salary of a retiring employee.
- j. Nothing in this Section shall be construed in any way to limit the administrative discretion of the City Manager to, within budgetary limits, increase or decrease pay rates of individual positions within the pay ranges prescribed for the position classifications, provided the certification is made to the Human Resources Director as provided herein.

SECTION 9. A listing of the position classifications and their pay ranges, as reflected in the current salary ordinance, is provided by appendix to this Section.

SECTION 10. Ordinance No. **48-906** is hereby repealed.

SECTION 11. This ordinance shall take effect on **April 30, 2011**, and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

Carl Brewer, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

ORDINANCE NO. 48-994

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 48-905

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the titles below are prescribed according to the following schedule.

<u>Class Title</u>	<u>Pay Range Number</u>
Account Clerk I	617
Account Clerk II	619
Account Clerk III	621
Administrative Aide I	620
Administrative Aide II	623
Administrative Aide III	926
Administrative Assistant	928
Administrative Secretary	621
Airport Building Maintenance Mechanic	623
Airport Building Maintenance Supervisor	626
Airport Custodial Supervisor	622
Airport Equipment Maintenance Supervisor	627
Airport Field Maintenance Supervisor	625
Airport Operations Officer	621
Airport Police and Fire Officer I	691
Airport Police and Fire Officer II	692
Airport Public Safety Supervisor	893 or 827
Airport Services Officer	621
Animal Control Officer I	619
Animal Control Officer II	621
Animal Display Attendant	619
Animal Shelter Supervisor	623
Assistant Airport Public Safety Supervisor	892 or 824
Assistant Golf Course Maintenance Supervisor	621
Associate Accountant	623
Bailiff	617
Body Shop Mechanic I	622
Body Shop Mechanic II	623
Building Attendant	609
Building Permit Examiner	625
Bus Mechanic A	320
Bus Mechanic B	317
Bus Mechanic's Helper	315
Bus Operator	316
Bus Utility Worker	312
Child Development Specialist	927
Clerical Aide	609
Clerk II	615
Clerk III	617
Combination Inspector	627
Combination Neighborhood Inspector	627
Community Health Nurse I	927
Community Health Nurse II	929

Class Title**Pay Range Number**

Construction Inspector I	623
Construction Inspector II	625
Crime Scene Investigator	714
Crime Scene Supervisor	626
Custodial Guard	615
Custodial Supervisor	621
Custodial Worker I	615
Custodial Worker II	617
Customer Clerk	412
Customer Service Clerk I	617
Customer Service Clerk II	619
Department Intern	612
Deputy City Clerk	927
Docket Clerk	618
Electrical and Elevator Inspector II	625
Electrical and Elevator Inspector III	627
Electrical Inspector	623
Electrical Technician	627
Electrician I	621
Electrician II	623
Electronics Technician I	623
Electronics Technician II	625
Electronics Technician III	627
Elevator Inspector	623
Engineering Aide I	618
Engineering Aide II	620
Engineering Aide III	623
Engineering Technician I	624
Engineering Technician II	626
Environmental Inspector	410
Equipment Operator I	617
Equipment Operator II	619
Equipment Operator III	620
Event Worker I	615
Event Worker II	617
Field Supervisor	625
Field Worker	414
Field Worker I	406
Field Worker II	414
Fire Captain	893 or 827
Fire Fighter	891 or 822
Fire Investigator I	892 or 824
Fire Investigator II	893 or 827
Fire Lieutenant	892 or 824
Fire Medical Training Officer	893 or 827
Fire Prevention Inspector I	892 or 824
Fire Prevention Inspector II	893 or 827
Fire Prevention Training Instructor I	892 or 824
Fire Prevention Training Instructor II	893 or 827
Fire Protection Systems Specialist	893 or 827
Fire Recruit	821
Fire Training Instructor	893 or 827
Forensic Examiner	929

<u>Class Title</u>	<u>Pay Range Number</u>
Gardener I	617
Gardener II	618
Gardening Supervisor I	619
Gardening Supervisor II	621
General Supervisor I	623
General Supervisor II	624
Greenskeeper	617
Grounds Maintenance Supervisor	621
Guard	617
Head Lifeguard	103
Heating and Air Conditioning Mechanic	623
Helicopter Mechanic	627
Information Systems Coordinator	926
Inspector	622
Instructor	415
Instructor I	415
Instructor II	417
Irrigation System Supervisor	623
Labor Supervisor I	621
Labor Supervisor II	622
Laboratory Technician	620
Laborer	616
Legal Assistant	623
Legal Secretary	620
Library Assistant I	615
Library Assistant II	617
Library Assistant III	619
Library Assistant IV	621
Library Assistant V	622
Lifeguard I	101
Lifeguard II	102
Machinist Mechanic	622
Maintenance Mechanic	621
Maintenance Mechanic Supervisor	622
Maintenance Specialist	619
Maintenance Technician	626
Maintenance Worker	617
Mechanic I	618
Mechanic II	622
Mechanic III	623
Mechanic Supervisor	624
Mechanical Inspector	623
Museum Interpreter	406 415
Neighborhood Inspector I	623
Neighborhood Inspector II	625
Neighborhood Inspector III	626
Office Aide I	406
Office Aide II	409
Operations Supervisor I	623
Operations Supervisor II	624
Outreach Worker	613

Class Title**Pay Range Number**

Parts Clerk	622
Photographer	619
Photo Technician	617
Planning Aide	623
Planning Analyst	927
Plant Operator	622
Plumber	623
Plumbing and Mechanical Inspector II	625
Plumbing and Mechanical Inspector III	627
Plumbing Inspector	623
Police Detective	724
Police Lieutenant	727
Police Officer	723
Police Recruit	722
Police Sergeant	725
Preparator	623
Probation Officer	625
Property Clerk	621
Public Health Sanitarian I	625
Radio Dispatcher	621
Recreation Aide	406
Recreation Leader I	409
Recreation Leader II	412
Rehabilitation Loan Specialist	627
Rehabilitation Specialist I	623
Rehabilitation Specialist II	625
Right-of-Way/Utility Coordinator	929
Scorekeeper	406
Secretary	619
Security Officer	621
Security Screener	617
Senior Building Permit Examiner	627
Senior Storekeeper	621
Senior Traffic Investigator	621
Service Attendant	616
Service Officer I	620
Service Officer II	623
Sewer Line Technician	622
Sign Painter	621
Signal Electrician	625
Signal Technician	626
Special Water Service Representative	620
SPIDER Dispatcher	621
Sports Official	Unspecified*
Sports Supervisor	411
Station Clerk	710
Storekeeper	619
Street Inspector	623
Street Inspector Supervisor	624
Swimming Pool Manager	415
Systems Analyst I	927
Telecommunications Coordinator	929
Ticket Clerk	406
Traffic Investigator	619
Traffic Signal Mechanic	619

Class Title

Pay Range Number

Tree Maintenance Aide	616
Tree Maintenance General Supervisor	624
Tree Maintenance Inspector	623
Tree Maintenance Supervisor	623
Tree Maintenance Worker I	619
Tree Maintenance Worker II	621
Van Driver	314
Warrant Officer	712
Water Line Technician	620
Water Meter Reader	619
Water Utility Worker	618
WHA Inspector	625

*As stated in the Non-exempt Salary Ordinance, Sports Officials are paid based on the sport involved and/or the qualifications/certifications of the individual. No range is stated.

SECTION 2. Ordinance No. **48-905** is hereby repealed.

SECTION 3. This ordinance shall take effect on **April 30, 2011** and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this 26th day of April 2011.

Carl Brewer, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

AN ORDINANCE ESTABLISHING POSITION CLASSIFICATIONS FOR NON-EXEMPT EMPLOYEES OF THE CITY OF WICHITA AND PRESCRIBING PAY RATES BY REFERENCE TO POSITION CLASSIFICATIONS IN THE SCHEDULE OF PAY RANGES REPEALING ORDINANCE NO. 48-905

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA:

SECTION 1. The rates of pay for all positions allocated to the titles below are prescribed according to the following schedule.

<u>Class Title</u>	<u>Pay Range Number</u>
Account Clerk I	617
Account Clerk II	619
Account Clerk III	621
Administrative Aide I	620
Administrative Aide II	623
Administrative Aide III	926
Administrative Assistant	928
Administrative Secretary	621
Airport Building Maintenance Mechanic	623
Airport Building Maintenance Supervisor	626
Airport Custodial Supervisor	622
Airport Equipment Maintenance Supervisor	627
Airport Field Maintenance Supervisor	625
Airport Operations Officer	621
Airport Police and Fire Officer I	691
Airport Police and Fire Officer II	692
Airport Public Safety Supervisor	893 or 827
Airport Services Officer	621
Animal Control Officer I	619
Animal Control Officer II	621
Animal Display Attendant	619
Animal Shelter Supervisor	623
Assistant Airport Public Safety Supervisor	892 or 824
Assistant Golf Course Maintenance Supervisor	621
Associate Accountant	623
 Bailiff	 617
Body Shop Mechanic I	622
Body Shop Mechanic II	623
Building Attendant	609
Building Permit Examiner	625
Bus Mechanic A	320
Bus Mechanic B	317
Bus Mechanic's Helper	315
Bus Operator	316
Bus Utility Worker	312
 Child Development Specialist	 927
Clerical Aide	609
Clerk II	615
Clerk III	617
Combination Inspector	627
Combination Neighborhood Inspector	627
Community Health Nurse I	927
Community Health Nurse II	929

Class Title**Pay Range Number**

Construction Inspector I	623
Construction Inspector II	625
Crime Scene Investigator	714
Crime Scene Supervisor	626
Custodial Guard	615
Custodial Supervisor	621
Custodial Worker I	615
Custodial Worker II	617
Customer Clerk	412
Customer Service Clerk I	617
Customer Service Clerk II	619
Department Intern	612
Deputy City Clerk	927
Docket Clerk	618
Electrical and Elevator Inspector II	625
Electrical and Elevator Inspector III	627
Electrical Inspector	623
Electrical Technician	627
Electrician I	621
Electrician II	623
Electronics Technician I	623
Electronics Technician II	625
Electronics Technician III	627
Elevator Inspector	623
Engineering Aide I	618
Engineering Aide II	620
Engineering Aide III	623
Engineering Technician I	624
Engineering Technician II	626
Environmental Inspector	410
Equipment Operator I	617
Equipment Operator II	619
Equipment Operator III	620
Event Worker I	615
Event Worker II	617
Field Supervisor	625
Field Worker	414
Field Worker I	406
Field Worker II	414
Fire Captain	893 or 827
Fire Fighter	891 or 822
Fire Investigator I	892 or 824
Fire Investigator II	893 or 827
Fire Lieutenant	892 or 824
Fire Medical Training Officer	893 or 827
Fire Prevention Inspector I	892 or 824
Fire Prevention Inspector II	893 or 827
Fire Prevention Training Instructor I	892 or 824
Fire Prevention Training Instructor II	893 or 827
Fire Protection Systems Specialist	893 or 827
Fire Recruit	821
Fire Training Instructor	893 or 827
Forensic Examiner	929

<u>Class Title</u>	<u>Pay Range Number</u>
Gardener I	617
Gardener II	618
Gardening Supervisor I	619
Gardening Supervisor II	621
General Supervisor I	623
General Supervisor II	624
Greenskeeper	617
Grounds Maintenance Supervisor	621
Guard	617
Head Lifeguard	103
Heating and Air Conditioning Mechanic	623
Helicopter Mechanic	627
Information Systems Coordinator	926
Inspector	622
Instructor	415
Instructor I	415
Instructor II	417
Irrigation System Supervisor	623
Labor Supervisor I	621
Labor Supervisor II	622
Laboratory Technician	620
Laborer	616
Legal Assistant	623
Legal Secretary	620
Library Assistant I	615
Library Assistant II	617
Library Assistant III	619
Library Assistant IV	621
Library Assistant V	622
Lifeguard I	101
Lifeguard II	102
Machinist Mechanic	622
Maintenance Mechanic	621
Maintenance Mechanic Supervisor	622
Maintenance Specialist	619
Maintenance Technician	626
Maintenance Worker	617
Mechanic I	618
Mechanic II	622
Mechanic III	623
Mechanic Supervisor	624
Mechanical Inspector	623
Museum Interpreter	406 415
Neighborhood Inspector I	623
Neighborhood Inspector II	625
Neighborhood Inspector III	626
Office Aide I	406
Office Aide II	409
Operations Supervisor I	623
Operations Supervisor II	624
Outreach Worker	613

Class Title**Pay Range Number**

Parts Clerk	622
Photographer	619
Photo Technician	617
Planning Aide	623
Planning Analyst	927
Plant Operator	622
Plumber	623
Plumbing and Mechanical Inspector II	625
Plumbing and Mechanical Inspector III	627
Plumbing Inspector	623
Police Detective	724
Police Lieutenant	727
Police Officer	723
Police Recruit	722
Police Sergeant	725
Preparator	623
Probation Officer	625
Property Clerk	621
Public Health Sanitarian I	625
Radio Dispatcher	621
Recreation Aide	406
Recreation Leader I	409
Recreation Leader II	412
Rehabilitation Loan Specialist	627
Rehabilitation Specialist I	623
Rehabilitation Specialist II	625
Right-of-Way/Utility Coordinator	929
Scorekeeper	406
Secretary	619
Security Officer	621
Security Screener	617
Senior Building Permit Examiner	627
Senior Storekeeper	621
Senior Traffic Investigator	621
Service Attendant	616
Service Officer I	620
Service Officer II	623
Sewer Line Technician	622
Sign Painter	621
Signal Electrician	625
Signal Technician	626
Special Water Service Representative	620
SPIDER Dispatcher	621
Sports Official	Unspecified*
Sports Supervisor	411
Station Clerk	710
Storekeeper	619
Street Inspector	623
Street Inspector Supervisor	624
Swimming Pool Manager	415
Systems Analyst I	927
Telecommunications Coordinator	929
Ticket Clerk	406
Traffic Investigator	619
Traffic Signal Mechanic	619

Class Title

Pay Range Number

Tree Maintenance Aide	616
Tree Maintenance General Supervisor	624
Tree Maintenance Inspector	623
Tree Maintenance Supervisor	623
Tree Maintenance Worker I	619
Tree Maintenance Worker II	621
Van Driver	314
Warrant Officer	712
Water Line Technician	620
Water Meter Reader	619
Water Utility Worker	618
WHA Inspector	625

*As stated in the Non-exempt Salary Ordinance, Sports Officials are paid based on the sport involved and/or the qualifications/certifications of the individual. No range is stated.

SECTION 2. Ordinance No. **48-905** is hereby repealed.

SECTION 3. This ordinance shall take effect on **April 30, 2011** and be published in the official city newspaper.

ADOPTED at Wichita, Kansas, this _____ day of _____

Carl Brewer, Mayor

Attest: _____

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

**City of Wichita
City Council Meeting
April 19, 2011**

TO: Mayor and City Council

SUBJECT: Amendments to the Weapons Ordinance to Clarify City Hall Security Officers' Ability to Carry Firearms

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Approve the amendments to Weapons Ordinance to clarify City Hall Security Officers' ability to carry firearms

Background: City Hall Security Officers are authorized to carry firearms at their place of business per the Weapons Ordinance. However, a conflict in the weapons ordinance was found that stated no person is allowed to carry a loaded or unloaded firearm in a courtroom or within City Hall unless exempted. Further research found that City Hall Security Officers were not exempted under the weapons ordinance. The City of Wichita Law Department determined that amendments to the weapons ordinance are necessary to clarify City Hall Security Officers' ability to carry firearms.

Analysis: There is no legal prohibition against City Hall Security Officers carrying their weapons at City Hall. These individuals would be similar to a private security guard who is armed at his place of employment. Additionally, there is no requirement that they be licensed as private security officers as they are expressly exempted from the requirements of the Private Security Licensing Ordinances. See: Section 3.72.020(2) of the Code of the City of Wichita. It is recommended that amendments be made to Section 5.88.010 of the City's Ordinances to clarify that these individuals are exempted from the prohibition of carrying a loaded or unloaded firearm into City Hall. See: Section 5.88.010 (h) of the Code of the City of Wichita.

Financial Considerations: There will be no expenses incurred by the City of Wichita.

Goal Impact: To provide a Safe and Secure environment for employees and visitors to City Hall.

Legal Considerations: The amendments to the Weapons Ordinance to clarify City Hall Security Officers' ability to carry firearms was developed and approved by the Law Department.

Recommendations/Actions: Approve the amendments to Weapons Ordinance to clarify City Hall Security Officers' ability to carry firearms.

Attachments: Delineated copy of Weapons Ordinance 5.88.010
Clean copy of amendments to Weapons Ordinance 5.88.010

11/02/2010

ORDINANCE NO. 48-995

AN ORDINANCE AMENDING SECTION 5.88.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF UNLAWFUL USE OF WEAPONS AND REPEALING THE ORIGINALS OF SAID SECTIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 5.88.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Unlawful use of weapons. (1) Unlawful use of a weapon is knowingly:

(a) Selling, manufacturing, purchasing, possessing or carrying any bludgeon, sandclub, metal knuckles or throwing star, or any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward or centrifugal thrust or movement. This subsection shall not prohibit an ordinary pocket knife which has a spring, detent or other device which creates a bias towards closure of the blade and which requires hand pressure applied to such spring, detent or device through the blade of the

knife to overcome the bias towards closure to assist in the opening of the knife;

(b) Carrying concealed on one's person, or possessing with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slingshot, nightstick, nun-chucks, sap gloves, tomahawk, dangerous knife, straight-edged razor, stiletto or any other dangerous or deadly instrument of like character, except that an ordinary pocket knife with no blade more than four inches in length shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;

(c) Carrying unconcealed on one's person or in any vehicle under one's immediate control, with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slingshot, nightstick, nunchucks, sap gloves, tomahawk, dangerous knife, straight-edged razor, stiletto or any other dangerous or deadly instrument of like character, except that an ordinary pocket knife with no blade more than four inches in length shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;

(d) Carrying any pistol, revolver or other firearm concealed on one's person, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(e) Carrying on one's person any unconcealed, loaded firearm, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(f) Carrying in any vehicle under one's immediate control, while on property open to the public, any loaded firearm, except when on one's land or in one's abode or fixed place of business;

(g) Carrying in any air, land or water vehicle an unloaded firearm that is not encased in a container which completely encloses the firearm;

(h) Carrying a loaded or unloaded firearm in a courtroom or within City Hall;

(i) Drawing a pistol, revolver, knife or any other deadly weapon upon any person.

(j) As used in this section, "throwing star" means any instrument, without handles, consisting of a metal plate having three or more radiating points with one or more sharp edges and designed in the shape of a polygon, trefoil, cross, star, diamond or other geometric shape, manufactured for use as a weapon for throwing.

(2) Subsections (1)(a), (b), (c), (d), (e), (f) and (g), (h), and (i) of this subsection shall not apply to or affect any of the following:

(a) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

(b) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of a crime, while acting within the scope of their authority;

(c) Members of the armed services or reserve forces of the United States or the Kansas National Guard while in the performance of their official duty; or

(d) Manufacture of, transportation to, or sale of weapons to a person authorized under (a) through (c) of this subsection to possess such weapons.

(e) Qualified law enforcement officers or qualified retired law enforcement officers pursuant to the Law Enforcement Officers Safety Act of 2004, 18 U.S.C. 926B and 18 U.S.C. 926C and amendments thereto.

(f) Individuals employed as security officers by the City of Wichita, who are authorized by the Chief of Police, with the approval of the City Manager, to carry firearms, while acting within the scope of their authority as a security officer for the City of Wichita.

(3) Subsection (1)(d), (e) and (f) of this section shall not apply to or affect the following:

(a) Watchmen, while actually engaged in the performance of the duties of their employment;

(b) Private detectives licensed by the state to carry the firearm involved while actually engaged in the duties of their employment;

(c) Detectives or special agents regularly employed by railroad companies or other corporations to perform full-time security or investigative service, while actually engaged in the duties of their employment;

(d) The State Fire Marshal, the State Fire Marshal's deputies or any member of a fire department authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto, while engaged in an investigation in which such fire marshal, deputy or member is authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto.

(e) Special deputy sheriffs described in K.S.A. 2001 Supp. 19-827, and amendments thereto, who have satisfactorily completed the basic course of instruction required for permanent appointment as a part-time law enforcement officer under K.S.A. 74-5607a and amendments thereto.

(4) Subsection (1)(i) of this section shall not apply to or affect historical re-enactors and actors when engaged in performances and demonstrations. Provided, however, this subsection shall only apply to those performances and demonstrations which have been approved in advance in writing by the city manager or his designee.

(5) Subsection (1) (d), (e), (f), and (g) shall not apply to any person who sells, purchases, possesses or carries a firearm, device or attachment which has been rendered unserviceable by steel weld in the chamber and marriage weld of the barrel to the receiver and which has been registered in the national firearms registration and transfer record in compliance with 26 U.S.C. 5841 et seq. in the

name of such person and, if such person transfers such firearm, device or attachment to another person, has been so registered in the transferee's name by the transferor.

(6) Subsections 1(d), 1(f), and 1(g) shall not apply to:

(a) Any person carrying a concealed weapon as authorized by K.S.A. 2008 Supp., 75-7c01 through K.S.A. 75-7c17, and amendments thereto.

(b) The United States attorney for the district of Kansas, the attorney general, or any district attorney or county attorney, while actually engaged in the duties of their employment or any activities incidental to such duties; any assistant United States attorney if authorized by the United States attorney for the district of Kansas and while actually engaged in the duties of their employment or any activities incidental to such duties; any assistant attorney general if authorized by the attorney general and while actually engaged in the duties of their employment or any activities incidental to such duties; or any assistant district attorney or assistant county attorney if authorized by the district attorney or county attorney by whom such assistant is employed and while actually engaged in the duties of their employment or any activities incidental to such duties. The provisions of this paragraph shall not apply to any person not in compliance with Chapter 92, Section 4, of 2009 Session Laws of Kansas, and amendments thereto.

(7) Subsection 1(d) shall not apply to licensed hunters or fishermen, while engaged in hunting or fishing;

(8) Subsection 1(h) shall not apply to individuals employed as security officers by the City of Wichita, who are authorized by the Chief of Police, with the approval of the City Manager, to carry firearms, while acting within the scope of their authority as a security officer for the City of Wichita.

(9) It shall be a defense that the defendant is within an exemption.

(10) Any person who violates any of the provisions of this section within the corporate limits of the city shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

(11) In addition to the penalty for violation of any of the provisions of this section, it shall be the duty of the municipal court judge:

(a) To order any weapon seized in connection with such violation which is not a firearm to be forfeited to the city and the same shall be destroyed or caused to be destroyed by the chief of police whenever the weapon is no longer needed for evidence;

(b) To order any weapon seized in connection with such violation when no longer needed for evidentiary purposes, shall, in the discretion of the trial court, be:

(i) Destroyed:

(ii) Forfeited to the Wichita Police Department for use within the police department, for sale to a properly licensed federal firearms dealer or for trading to a properly licensed federal firearms dealer by the police department for other new or used firearms or accessories for the Police Department's use; or

(iii) Forfeited to the Kansas Bureau of Investigation for law enforcement, testing, comparison or destruction by the Kansas Bureau of Investigation forensic laboratory.

If weapons are sold as authorized above, the proceeds from any such sale shall be credited to the asset seizure and forfeiture fund of the Wichita Police Department. All transactions involving weapons disposed of under this subsection must have the prior approval of the city manager. All sales of weapons are subject to review by the city council;

(c) Any stolen weapon confiscated in connection with any violation of this section other than subdivision (a) of this subsection shall be returned to the person entitled to possession, if known, when the same is no longer needed for evidence. All other weapons shall be disposed of as provided in subsection (9)(a) and (b) of this section.

SECTION 2. The original of Section 5.88.010 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April,
2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

First Published in The Wichita Eagle on _____

DELINEATED

11/02/2010

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 5.88.010 OF THE CODE OF THE CITY OF WICHITA, KANSAS, PERTAINING TO THE CRIME OF UNLAWFUL USE OF WEAPONS AND REPEALING THE ORIGINALS OF SAID SECTIONS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Section 5.88.010 of the Code of the City of Wichita, Kansas, is hereby amended to read as follows:

"Unlawful use of weapons. (1) Unlawful use of a weapon is knowingly:

(a) Selling, manufacturing, purchasing, possessing or carrying any bludgeon, sandclub, metal knuckles or throwing star, or any knife, commonly referred to as a switch-blade, which has a blade that opens automatically by hand pressure applied to a button, spring or other device in the handle of the knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward or centrifugal thrust or movement. This subsection shall not prohibit an ordinary pocket knife which has a spring, detent or other device which creates a bias towards closure of the blade and which requires hand

pressure applied to such spring, detent or device through the blade of the knife to overcome the bias towards closure to assist in the opening of the knife;

(b) Carrying concealed on one's person, or possessing with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, slingshot, nightstick, nun-chucks, sap gloves, tomahawk, dangerous knife, straight-edged razor, stiletto or any other dangerous or deadly instrument of like character, except that an ordinary pocket knife with no blade more than four inches in length shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;

(c) Carrying unconcealed on one's person or in any vehicle under one's immediate control, with intent to use the same unlawfully against another, a dagger, dirk, billy, blackjack, ~~slingshot~~ slingshot, nightstick, nunchucks, sap gloves, tomahawk, dangerous knife, straight-edged razor, stiletto or any other dangerous or deadly instrument of like character, except that an ordinary pocket knife with no blade more than four inches in length shall not be construed to be a dangerous knife or a dangerous or deadly weapon or instrument;

(d) Carrying any pistol, revolver or other firearm concealed on one's person, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(e) Carrying on one's person any unconcealed, loaded firearm, while on property open to the public, except when on one's land or in one's abode or fixed place of business;

(f) Carrying in any vehicle under one's immediate control, while on property open to the public, any loaded firearm, except when on one's land or in one's abode or fixed place of business;

(g) Carrying in any air, land or water vehicle an unloaded firearm that is not encased in a container which completely encloses the firearm;

(h) Carrying a loaded or unloaded firearm in a courtroom or within City Hall;

(i) Drawing a pistol, revolver, knife or any other deadly weapon upon any person.

(j) As used in this section, "throwing star" means any instrument, without handles, consisting of a metal plate having three or more radiating points with one or more sharp edges and designed in the shape of a polygon, trefoil, cross, star, diamond or other geometric shape, manufactured for use as a weapon for throwing.

(2) Subsections (1)(a), (b), (c), (d), (e), (f) and (g), (h), and (i) of this subsection shall not apply to or affect any of the following:

(a) Law enforcement officers, or any person summoned by any such officers to assist in making arrests or preserving the peace while actually engaged in assisting such officer;

(b) Wardens, superintendents, directors, security personnel and keepers of prisons, penitentiaries, jails and other institutions for the detention of persons accused or convicted of a crime, while acting within the scope of their authority;

(c) Members of the armed services or reserve forces of the United States or the Kansas National Guard while in the performance of their official duty; or

(d) Manufacture of, transportation to, or sale of weapons to a person authorized under (a) through (c) of this subsection to possess such weapons.

(e) Qualified law enforcement officers or qualified retired law enforcement officers pursuant to the Law Enforcement Officers Safety Act of 2004, 18 U.S.C. 926B and 18 U.S.C. 926C and amendments thereto.

(f) Individuals employed as security officers by the City of Wichita, who are authorized by the Chief of Police, with the approval of the City Manager, to carry firearms, while acting within the scope of their authority as a security officer for the City of Wichita.

(3) Subsection (1)(d), (e) and (f) of this section shall not apply to or affect the following:

(a) Watchmen, while actually engaged in the performance of the duties of their employment;

(b) Private detectives licensed by the state to carry the firearm involved while actually engaged in the duties of their employment;

(c) Detectives or special agents regularly employed by railroad companies or other corporations to perform full-time security or investigative service, while actually engaged in the duties of their employment;

(d) The State Fire Marshal, the State Fire Marshal's deputies or any member of a fire department authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto, while engaged in an investigation in which such fire marshal, deputy or member is authorized to carry a firearm pursuant to K.S.A. 31-157 and amendments thereto.

(e) Special deputy sheriffs described in K.S.A. 2001 Supp. 19-827, and amendments thereto, who have satisfactorily completed the basic course of instruction required for permanent appointment as a part-time law enforcement officer under K.S.A. 74-5607a and amendments thereto.

(4) Subsection (1)(i) of this section shall not apply to or affect historical re-enactors and actors when engaged in performances and demonstrations. Provided, however, this subsection shall only apply to those performances and demonstrations which have been approved in advance in writing by the city manager or his designee.

(5) Subsection (1) (d), (e), (f), and (g) shall not apply to any person who sells, purchases, possesses or carries a firearm, device or attachment which has been rendered unserviceable by steel weld in the chamber and marriage weld of the barrel to the receiver and which has been registered in the national firearms registration and transfer record in compliance with 26 U.S.C. 5841 et seq. in the name of such person and, if such person transfers such firearm, device or attachment to another person, has been so registered in the transferee's name by the transferor.

(6) Subsections 1(d), 1(f), and 1(g) shall not apply to:

(a) Any person carrying a concealed weapon as authorized by K.S.A. 2008 Supp., 75-7c01 through K.S.A. 75-7c17, and amendments thereto.

(b) The United States attorney for the district of Kansas, the attorney general, or any district attorney or county attorney, while actually engaged in the duties of their employment or any activities incidental to such duties; any assistant United States attorney if authorized by the United States attorney for the district of Kansas and while actually engaged in the duties of their employment or any activities incidental to such duties; any assistant attorney general if authorized by the attorney general and while actually engaged in the duties of their employment or any activities incidental to such duties; or any assistant district attorney or assistant county attorney if authorized by the district attorney or county

attorney by whom such assistant is employed and while actually engaged in the duties of their employment or any activities incidental to such duties. The provisions of this paragraph shall not apply to any person not in compliance with Chapter 92, Section 4, of 2009 Session Laws of Kansas, and amendments thereto.

(7) Subsection 1(d) shall not apply to licensed hunters or fishermen, while engaged in hunting or fishing;

(8) Subsection 1(h) shall not apply to individuals employed as security officers by the City of Wichita, who are authorized by the Chief of Police, with the approval of the City Manager, to carry firearms, while acting within the scope of their authority as a security officer for the City of Wichita.

(9) It shall be a defense that the defendant is within an exemption.

(10) Any person who violates any of the provisions of this section within the corporate limits of the city shall be guilty of a misdemeanor, and upon conviction thereof shall be punished by a fine not to exceed two thousand five hundred dollars or by imprisonment for not more than one year, or by both such fine and imprisonment.

(11) In addition to the penalty for violation of any of the provisions of this section, it shall be the duty of the municipal court judge:

(a) To order any weapon seized in connection with such violation which is not a firearm to be forfeited to the city and the same shall be destroyed or caused to be destroyed by the chief of police whenever the weapon is no longer needed for evidence;

(b) To order any weapon seized in connection with such violation when no longer needed for evidentiary purposes, shall, in the discretion of the trial court, be:

(i) Destroyed:

(ii) Forfeited to the Wichita Police Department for use within the police department, for sale to a properly licensed federal firearms dealer or for trading to a properly licensed federal firearms dealer by the police department for other new or used firearms or accessories for the Police Department's use; or

(iii) Forfeited to the Kansas Bureau of Investigation for law enforcement, testing, comparison or destruction by the Kansas Bureau of Investigation forensic laboratory.

If weapons are sold as authorized above, the proceeds from any such sale shall be credited to the asset seizure and forfeiture fund of the Wichita Police Department. All transactions involving weapons disposed of under this subsection must have the prior approval of the city manager. All sales of weapons are subject to review by the city council;

(c) Any stolen weapon confiscated in connection with any violation of this section other than subdivision (a) of this subsection shall be returned to the person entitled to possession, if known, when the same is no longer needed for evidence. All other weapons shall be disposed of as provided in subsection (9)(a) and (b) of this section.

SECTION 2. The original of Section 5.88.010 of the Code of the City of Wichita, Kansas, is hereby repealed.

SECTION 3. This ordinance shall be included in the Code of the City of Wichita, Kansas, and shall be effective upon its passage and publication once in the official city paper.

PASSED by the governing body of the City of Wichita, Kansas, this _____ day of _____, 2010.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Approve a resolution, pursuant to Chapter 3.14, regarding personnel and equipment fees to be assessed for parades (All Districts)

INITIATED BY: Wichita Police Department

AGENDA: New Business

Recommendation: Approve resolution.

Background: On July 13, 2010, the City Council passed amendments to parade and community event ordinances. Section 3.14.040 (b) provided that a resolution would be prepared to establish a formula for recovery of a portion of City personnel and other equipment fees associated with traffic control for parades. The costs of the City's in kind support of public safety officers for parades had increased, necessitating amendment of the applicable ordinances.

Section 3.14.040(b) states, "City Personnel and Equipment Fee. In addition to the processing fees, parade permit applicants, for parades occurring on or after January 1, 2011, shall pay, upon issuance of the permit, a percentage or portion of the actual City Personnel and Equipment Fees necessitated by the parade.

The percentage or portion of City Personnel and Equipment Fees subject to recovery shall be established by the City Manager. Such schedule of recoverable fees shall be approved by a resolution of the City Council.

Analysis: The Wichita Police Department researched ordinances from Omaha, NE; Des Moines, IA; Tulsa, OK; and Minneapolis, MN; in order to provide recommendations for the implementation of a cost-sharing plan. Meetings with various city departments were also held to include the City Manager's Office, Arts and Culture, Law, Fire, and Public Works. During these meetings, costs incurred during parades as well as impact were discussed.

Two public meetings were held to discuss the implementation of a plan to share the costs associated with City personnel and equipment. During these meetings, the public expressed opposition to any plan that included more fees for parades. Groups represented stated that they were mostly non-profit and could not afford to pay any fees at all. Three options were considered:

1. Require organizers to share a percentage of the actual cost of personnel and equipment.
2. Require permit holders to pay for all costs exceeding a set amount. The proposed plan would have a higher set amount, which would decrease each year requiring a higher cost share each year for the permit holder.
3. Continue to provide all public safety services at no cost to the permit holder. This would be the most popular choice with the citizens that staff met with during the

public meetings and would require no adjustment to the current procedures for processing applications.

Staff is recommending that Option 2 be adopted by the City Council.

Under this option, the proposed amount is based on 50% of the average cost for WPD overtime estimated between 2008 and 2010. The average cost for WPD overtime for each parade is \$2,109.47 (include benefits). This would require the permit holder to pay any amount above this set limit. As an option, this amount could be adjusted to implement a gradual increase over a three-year period.

- The first year, the cost could be set at approximately 80% on the City's part and 20% for the permit holder. The first year that cost would be anything above the cost of \$1,688.
- The second year could be set at 70% with the permit holder paying any amount above the cost of \$1,477 and,
- The third year set at 50% with the permit holder paying any amount above \$1,055. This option would again include the gradual implementation of the total fees over a three-year period and it would be viewed as fair and equitable by permit holders.

The disadvantage of this option is that it still requires the total route to be evaluated and the fees calculated. This again would require a full time evaluation of all applications by the department.

Financial Considerations: The proposed amendments will provide cost sharing to help offset increasing costs to the City for providing traffic safety control at parades.

Goal Impact: Enhance Safe and Secure Community by providing a coordinated process for the management of parades and motor vehicle events occurring within the City of Wichita.

Legal Considerations: The attached resolution has been prepared and approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the resolution be approved.

Attachment: Resolution

March 19, 2011

RESOLUTION NO. 11-081

A RESOLUTION ESTABLISHING A FEE FOR THE RECOVERY OF CITY PERSONNEL AND EQUIPMENT COSTS TO BE PAID BY APPLICANTS FOR PARADES PURSUANT TO SECTIONS 3.14.040 OF THE CODE OF THE CITY OF WICHITA.

WHEREAS, the Governing Body of the City of Wichita, Kansas, finds that the continuing increase in costs associated with providing City services in support of licensed parade activities has created a need for additional funds to provide for these support services; and

WHEREAS, the Governing Body of the City of Wichita, Kansas, has, by passage and enactment of ordinances, provided for the recovery of staff personnel and equipment costs incurred in support of these licensed activities; and

WHEREAS, the Governing Body of the City of Wichita, Kansas, desires to establish a schedule of recoverable personnel salary and equipment costs related to these licensed activities.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. **Policy and Purpose.** It is the purpose and intent of this resolution to establish a schedule of fees to be charged parade applicants for the reasonable personnel and equipment costs related to support these events as permitted by Chapter 3.14 of the Code of the City of Wichita. No personnel fees shall be charged for marches, as defined by Chapter 3.14. It is further declared that the speech content of the parade activity shall not be a consideration in assessing the number of City personnel or type of equipment required nor the amount of fees assessed.

SECTION 2. **Recovery amounts as set forth in section 3.14.040 and 3.11.060 of the Code of the City of Wichita.** The Governing Body declares that the following amounts should be assessed for city personnel and equipment costs associated with these activities:

(1) All parades occurring on or after the passage of this resolution until December 31, 2011, shall be responsible for all actual personnel and equipment costs, which exceed \$1,688.00.

(2) All parades occurring on or after January 1, 2012 until December 31, 2012, shall be responsible for all actual personnel and equipment costs, which exceed \$1,477.00.

(3) All parades occurring on or after January 1, 2013 shall be responsible for all actual personnel and equipment costs, which exceed \$1,055.00

Personnel fees shall be based on the average over-time rate paid for on duty police officers to provide the necessary security and traffic control for these activities.

SECTION 3. **Payment of fees.** All City personnel and equipment fees assessed pursuant to this resolution shall be paid prior to the issuance of the parade permit.

ADOPTED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS,
this 19th day of April, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf
Director of Law and City Attorney

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Rename Grove Park to Dr. Glen Dey Park (District I)

INITIATED BY: Department of Park and Recreation

AGENDA: New Business

Recommendation: Rename Grove Park to Dr. Glen Dey Park.

Background: Grove Park is one of the largest parks in District I at 125.8 acres. It is a vital asset to the Quality of Life for many of the residents in the Northeast portion of our city.

Analysis: City Council Policy 13 delineates the requirements for naming public facilities "...in accordance with their intended use..." The policy calls for a seven-member committee consisting of residents appointed by the Mayor and City Council to formulate the recommendation prior to City Council consideration. On March 4, 2003, the City Council approved the official naming committee to be the Board of Park Commissioners for parks and open space.

The Board of Park Commissioners reviewed the request for changing the name of Grove Park to Dr. Glen Dey Park at its March 14, 2011 meeting. The Board voted to recommend to the Wichita City Council that the City rename Grove Park to Dr. Glen Dey Park. Dr. Dey passed away on November 8th, 2010.

Justification based on Policy 13 criteria are:

- 1991 Dr. Dey began working to make Grove Park an extension of the Great Plains Nature Center with the native grasses, trees and wild life areas as one of the highlights of the park.
- Dr. Dey spent much of his own money to purchase native trees and grasses to restore Grove Park.
- In 2000 Dr. Dey coordinated with then Capt. Carl Brewer, of the Kansas Army National Guard, to meet with the Army Adjutant General of Kansas, to have local units of the Kansas National Guard, to come and help clear the trees and undergrowth, so newly planned improvements could move forward at a lower cost to tax payers.
- In September of 2002, Dr. Dey helped establish a community wide garage sale to raise money for park funds to help pay for future developments in matching funds.
- Dr. Dey coordinated with various schools to help beautify the park with the "Oceans in the Park" theme which included items such as the "Serpentine Tile Mural" wall, "Walking with Dinosaurs" walking path, and a wild flower meadow.
- In 2005 Dr. Dey wrote and obtained a grant from the Sunflower Foundation for the senior walking path.
- Dr. Dey served 8 years on the Board of Park Commissioners as an appointee by the District 1 City Council Members.

It is for these reasons, but not limited to them, that the Board of Park Commissioners agreed with all of the neighbors and friends of Dr. Dey and recommend that Grove Park be renamed Dr. Glen Dey Park.

Financial Consideration: There will minimal impact to the General Fund, which will be the cost of a new sign.

Goal Impact: Quality of Life for the neighborhood will be sustained by recognizing the efforts made by one man for the greater good of the community.

Legal Consideration: The Law Department has reviewed and approved the action taken by the Board of Park Commissioners is consistent with the provisions of City Council Policy 13, as naming advisory committee for park and recreation areas.

Recommendation/Actions: Authorize the renaming of Grove Park to Dr. Glen Dey Park.

Attachment: None.

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: 135th Street West Improvement, between 13th and 21st (District V)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the design concept and budget for right-of-way.

Background: The Capital Improvement Program (CIP) adopted by the City Council includes funding to improve 135th Street West, between 13th and 21st Street. The District V Advisory Board held a neighborhood hearing for the project on March 7, 2011. The Board voted 8-0 to recommend approval of the project.

Analysis: The existing roadway is a two lane asphalt mat with drainage ditches. The proposed improvement will provide a three lane roadway with one through lane in each direction and a center two-way left turn lane with landscaped medians. The intersection of 21st and 135th will be improved to five lanes at all four approaches to the intersection including left turn lanes. The intersection will be signalized if warrants are met at the time of construction. Off site drainage improvements, as well as a 7'x4' concrete drainage box in the 135th Street right-of-way will be incorporated to help drainage problems in the area. A six foot wide sidewalk will be constructed on one side of 135th, a ten foot wide multi-use path on the other side and the available right-of-way and medians will be landscaped. Construction is planned to begin in the spring of 2012 and be completed in late 2012. Traffic will be carried one-way south bound throughout construction.

Financial Consideration: On August 24, 2010, the City Council approved \$275,000 for the design of this project. Staff is requesting that Council authorize a \$200,000 budget for right-of-way acquisition, resulting in an approved budget of \$475,000. The funding source is General Obligation bonds. The additional cost is included in the Adopted 2009-2018 CIP. The project will be returned to the City Council at a future date for approval of construction funding.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through an important transportation corridor.

Legal Considerations: The Law Department has approved the amending ordinance as to legal form.

Recommendation/Action: It is recommended that the City Council approve the design concept, approve the budget for right-of-way, place the amending ordinance on first reading and authorize the necessary signatures.

Attachments: Map, CIP sheet and amending ordinance.

**CAPITAL IMPROVEMENT
PROJECT AUTHORIZATION
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

X

1. Prepare in triplicate.

2. Send original & 2 copies to budget.

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works & Utilities	Eng & Arch	3/30/2011	135th, 13th-21st	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
		2011		
9. Estimated Start Date (As Required)	10. Estimated Completion Date (As Required)	11. Project Revised		
12. Project Cost Estimate			12A.	
ITEM	GO	SA	*	TOTAL
Right of Way & Design	\$475,000			\$475,000
Paving, grading & curbs.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Neighborhood Improvements				
Totals	\$475,000			\$475,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the design concept, approve the ROW budget and place the amending ordinance on 1st reading				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Platting Required	_____	_____
Lot Split	_____	_____
Petition	_____	_____
Ordered by WCC	X	_____

Remarks:

472-84925

Published in the Wichita Eagle on April 29, 2011

ORDINANCE NO. 48-996

AN ORDINANCE AMENDING ORDINANCE NO. **48-808** OF THE CITY OF WICHITA, KANSAS DECLARING **135TH STREET WEST, BETWEEN 13TH STREET AND 21ST STREET (472-84925)** TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. Section 2 of Ordinance **48-808** is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to **135th Street West, between 13th Street and 21st Street (472-84925)** as a main trafficway in the following particulars:

The design and acquisition of right-of-way as necessary for a major traffic facility.”

SECTION 2. SECTION 3 of Ordinance No. **48-808** is hereby amended as follows:

“SECTION 3. The cost of the above described improvements is estimated to be **Four Hundred Seventy-Five Thousand Dollars (\$475,000)** exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. 48-808 are hereby repealed.

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 26th day of April, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

Gary E. Rebenstorf, Director of Law

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Multi-Use Path along Central, Waco and 1st Street (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: New Business

Recommendation: Approve the project.

Background: On July 1, 2008, the City Council approved funding to design a multi-use path to connect McAdams Park and Grove Park. The project was then submitted for and awarded an Energy Efficiency and Conservation Block Grant administered by the Department of Energy. The project to construct the multi-use path between McAdams Park and Grove Park is nearing completion, with the cost well under the funding available from the Federal grant.

Analysis: The Department of Energy has advised that the remaining funds can be redirected to fund an additional eligible pathway project, but the project must be designed and bid by June 1, 2011. It is proposed that the remaining funds be used to extend the Mid-Town multi-use path south from its current termination at Central, east of Waco, to Waco, then south to 1st Street, and west on 1st Street to connect to the Arkansas River pathway system.

Financial Considerations: The estimated cost to design and build the project is \$140,000. Funds are available in the approved Federal grant.

Goal Impact: This project addresses the Efficient Infrastructure goal by constructing a multi-use path for bike riders and pedestrians.

Legal Considerations: None.

Recommendation/Action: It is recommended that the City Council approve the project.

Attachments: Map.

Background: The applicant is requesting a zone change to MF-18 Multi-Family Residential (“MF-18”) for 5.3 acres of land zoned SF-5 Single-Family Residential (“SF-5”) and MF-29 Multi-Family Residential (“MF-29”). The property is located on the north side of 27th Street North and west of Oliver. MF-18 zoning is requested for the entire tract in order to develop a medium-density apartment project. The applicant has stated that the apartments will be for occupancy by adults aged 55 and older.

MF-18 zoning allows multi-family use up to a density of 18 dwelling units per acre. A conceptual site plan showed a significantly lower build-out with 42 dwelling units and a small clubhouse. At least an acre of the land located on the west edge of the tract is located within the FEMA floodplain and will need to be set aside in a reserve for flood control. A 40-foot pipeline easement bisects the remaining 4+ acres of the tract. These two features result in a projected density more like eight to ten dwelling units per acre, which is considered medium density according to definitions in the Comprehensive Plan.

A large multi-family development is located to the north on property zoned MF-18 and MF-29. Its density is approximately 16 dwelling units per acre, which is considered high density according to definitions in the Comprehensive Plan. Single-family residential uses, zoned SF-5, are located in Greenbriar Manor to the south and Beacon Hill to the southeast. A tributary to Chisholm Creek separates the tract from Greenbriar Manor on the west. The main channel of Chisholm Creek is to the northwest. Wichita State University (“WSU”) owns the property to the east and northeast, directly across Oliver Avenue. The WSU properties are zoned SF-5 and LC Limited Commercial (“LC”). The Hughes Metroplex is located on the LC tract, and the new dental school campus is under construction on the SF-5 tract.

Analysis: At the MAPC meeting held March 24, 2011, the MAPC voted (10-2) to approve the request subject to the staff’s recommended protective overlay, with the addition of a condition of notification of the subdivision plat to those who signed in for the public hearing. The MAPC recommended APPROVAL, subject to platting within one year and to the following Protective Overlay #252:

1. The site shall be developed with a maximum density of 42 dwelling units plus accessory structures including a small clubhouse.
2. Maximum building height shall be 35 feet.
3. Screening and compatibility requirements shall be per the Unified Zoning Code and landscaping shall be per the Landscape Ordinance, with the following additions: Solid screening a minimum of six feet in height, except for within 20 feet of the Oliver Avenue right-of-way, shall be provided along 27th Street North by a solid screening fence, solid evergreen plantings or berming, or combination of these screening materials. Additionally, a landscape buffer shall accompany any segment screened by solid screening fence or berming. The interior property line with Lot 8, Block 8, Greenbriar Manor shall be buffered at a rate of 1 ½ times the Landscape Ordinance.
4. Direct access to the site shall be prohibited onto 27th Street North.
5. Those listed on the property ownership notification list and who signed in for the public hearing held March 24, 2011, shall be provided with notice of the scheduled date for consideration of the plat by the Subdivision Review Committee and the MAPC.

A number of citizens spoke about drainage and flooding concerns in their abutting neighborhood, noting that they felt it had worsened since the development of the apartments to the north and emphasized they did not want development on this tract to cause increased flooding. Several neighbors expressed opposition to the proposed rezoning to allow multi-family use, but several other neighbors expressed support for the proposed project as recommended by the protective overlay. At the District I Advisory Board meeting held April 4, 2011, one additional neighbor spoke in opposition to the multi-family zoning, but the rest of the neighbors spoke about their concerns with drainage and flooding. The DAB recommended deferral of the case to a special meeting to be held April 11, 2011, to get more information on how the existing flooding can be alleviated. At the special meeting held April 11, 2011, a lengthy discussion was held concerning flooding and possible solutions. Scott Lindebak, the Stormwater Engineer, presented some options for improving the

drainage in the vicinity; he said the development would be required to improve water quality and detain the water onsite during heavy rains. Drainage conditions should not be any worse, and perhaps could be an improvement. Several citizens spoke in opposition to the zone change, one indicated he preferred the property as an open space preserve. Other citizens stated that the proposed use would be acceptable and were more concerned that the drainage issues be addressed. The DAB voted (5-0-1) to recommend approval subject to the conditions of the MAPC.

Protests have been received representing 17.11 percent of the property within 200 feet of the zone change. This is below the 20 percent threshold requiring three-fourth majority vote.

Financial Considerations: There are no financial considerations in regards to the zoning request.

Goal Impact: To promote economic vitality.

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

Adopt the findings of the MAPC and approve the zone change subject to the provisions of Protective Overlay #252; and authorize the Mayor to sign the ordinance, and withhold the publication of the ordinance until the plat is recorded (simple majority vote required).

Attachments:

- Ordinance
- Conceptual site plan
- Protest map
- DAB I Memos
- MAPC Minutes
- Correspondence from Lonnie Barnes

ORDINANCE NO. 48-997

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2011-00005

Zone change from SF-5 Single-Family Residential (“SF-5”) and MF-29 Multi-Family Residential (“MF-29”) to MF-18 Multi-Family Residential (“MF-18”) on a 5.3-acre property described as:

Lots 5, 6, 7, 8, 9 and 10, Block 8, Greenbriar Manor Addition, and a tract of land beginning at the Southeast corner of Lot 11, Block 8, of said Greenbriar Manor Addition; thence North 90°00’00”W along the South Lot lines of Lots 11, 12, 13, 14 and 15, Block 8, of said Addition, 385.00 feet to the Southwest corner of Lot 15, Block 8; thence South 64°58’59”W along the South line of Lot 16 and a portion of Lot 17, Block 8, 137.76 feet; thence South 78°52’51”W along the South line of Lots of 17 and 18, Block 8, 143.42 feet to a point where the South line of Lot 18, Block 8, meets the East line of Lot 52, Block 8, of said Addition; thence North 00°00’00”E, 335.92 feet; thence South 90°00’00”E, 650.56 feet to a point on the East line of said Greenbriar Manor Addition; thence South 00°00’00”E along the said East line, 250.00 feet to the point of beginning, Section 2, Township 27, Range 1 East of the 6th P.M., Sedgwick County, Kansas.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #252:

1. The site shall be developed with a maximum density of 42 dwelling units plus accessory structures including a small clubhouse.
2. Maximum building height shall be 35 feet.
3. Screening and compatibility requirements shall be per the Unified Zoning Code and landscaping shall be per the Landscape Ordinance, with the following additions: Solid screening a minimum of six feet in height, except for within 20 feet of the Oliver Avenue right-of-way, shall be provided along 27th Street North by a solid screening fence, solid evergreen plantings or berming, or combination of these screening materials. Additionally, a landscape buffer shall accompany any segment screened by solid screening fence or berming. The interior property line with Lot 8, Block 8, Greenbriar Manor shall be buffered at a rate of 1 ½ times the Landscape Ordinance.
4. Direct access to the site shall be prohibited onto 27th Street North.
5. Those listed on the property ownership notification list and who signed in for the public hearing held March 24, 2011, shall be provided with notice of the scheduled date for consideration of the plat by the Subdivision Review Committee and the MAPC.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form: _____
Gary E. Rebenstorf, City Attorney

EXCERPT MINUTES OF THE MARCH 24, 2011 PLANNING COMMISSION MEETING

Case No.: ZON2011-05 - Rivercrest Free Methodist Community Church (owner); Garrison Community Development, LLC Attn: Garrison Hassenflu (applicant); and Thomas Kindel (agent) request a City Zone change from SF-5 Single-Family Residential and MF-29 Multi-Family Residential to MF-18 Multi-Family Residential on property described as:

Lots 5, 6, 7, 8, 9 and 10, Block 8, Greenbriar Manor Addition, and a tract of land beginning at the Southeast corner of Lot 11, Block 8, of said Greenbriar Manor Addition; thence North 90°00'00"W along the South Lot lines of Lots 11, 12, 13, 14 and 15, Block 8, of said Addition, 385.00 feet to the Southwest corner of Lot 15, Block 8; thence South 64°58'59"W along the South line of Lot 16 and a portion of Lot 17, Block 8, 137.76 feet; thence South 78°52'51"W along the South line of Lots of 17 and 18, Block 8, 143.42 feet to a point where the South line of Lot 18, Block 8, meets the East line of Lot 52, Block 8, of said Addition; thence North 00°00'00"E, 335.92 feet; thence South 90°00'00"E, 650.56 feet to a point on the East line of said Greenbriar Manor Addition; thence South 00°00'00"E along the said East line, 250.00 feet to the point of beginning, Section 2, Township 27, Range 1 East of the 6th P.M., Sedgwick County, Kansas .

BACKGROUND: The applicant is requesting a zone change to MF-18 Multi-Family Residential ("MF-18") for 5.3 acres of land zoned SF-5 Single-Family Residential ("SF-5") and MF-29 Multi-Family Residential ("MF-29"). The property is located on the north side of 27th Street North and west of Oliver. MF-18 zoning is requested for the entire tract in order to develop a medium-density apartment project. The applicant has stated that the apartments will be for occupancy by adults aged 55 and older.

MF-18 zoning allows multi-family use up to a density of 18 dwelling units per acre. A conceptual site plan showed a significantly lower build-out with 42 dwelling units and a small clubhouse. At least an acre of the land located on the west edge of the tract is located within the FEMA floodplain and will need to be set aside in a reserve for flood control. A 40-foot pipeline easement bisects the remaining 4+ acres of the tract. These two features result in a projected density more like eight to ten dwelling units per acre, which is considered medium density according to definitions in the Comprehensive Plan.

A large multi-family development is located to the north on property zoned MF-18 and MF-29. Its density is approximately 16 dwelling units per acre, which is considered high density according to definitions in the Comprehensive Plan. Single-family residential uses, zoned SF-5, are located in Greenbriar Manor to the south and Beacon Hill to the southeast. A tributary to Chisholm Creek separates the tract from Greenbriar Manor on the west. The main channel of Chisholm Creek is to the northwest. Wichita State University ("WSU") owns the property to the east and northeast, directly across Oliver Avenue. The WSU properties are zoned SF-5 and LC Limited Commercial ("LC"). The Hughes Metroplex is located on the LC tract and the new dental school campus is under construction on the SF-5 tract.

CASE HISTORY: The property was platted on February 8, 1960, as Lots 5-17, and part of Lots 18- 19, all in Block 8, and part of Lots 11-19, Block 10, Greenbriar Manor Addition. However, all of these lots except Lots 5-10, Block 8 were vacated (VAC2002-00019). Today, the majority of the tract is not platted. A subdivision plat (SUB2001-00106, Free Methodist Church Addition) was filed to replace the vacated portion of Greenbriar Manor, but this plat was never completed and was closed in 2007.

ADJACENT ZONING AND LAND USE:

NORTH:	MF-29, B	Drainage reserve, multi-family apartment complex
SOUTH:	SF-5	Single-family residential
EAST:	SF-5, LC	Wichita State University new dental campus and Hughes Metroplex, single-family residential
WEST:	SF-5, MF-29	Drainage, single-family residential

PUBLIC SERVICES: The subject property has direct access to Oliver Avenue, a four-lane minor arterial street. In 2008, the volume of traffic for Oliver Avenue was 14,304 AADTs (Average Annual Daily Traffic) south and 11,433 AADTs north of 29th Street North. AADTs for 29th Street North were 8,503 vehicles per day. A traffic signal is located at the dead end of 29th Street North with Oliver Avenue.

Other normal public services are available for extension to the tract.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the *1999 Update to the Wichita-Sedgwick County Comprehensive Plan* identifies this area as appropriate for “urban residential.” This category includes a full diversity of residential development densities and types. The requested change conforms to this designation. Goal II of “The Wichita-Sedgwick County Comprehensive Plan Preparing for Change” indicates that there should be a variety of housing opportunities. Strategy II.A2 calls for requirements for medium and high-density residential development, which would include plan and architectural review to ensure compatibility with surrounding low-density residential areas. Placement of a medium-density zoning district (six to ten dwelling units per acre) as a buffer between the low-density SF-5 zoning and uses to the south and west and the high-density MF-29/MF-18 zoning and apartment complex to the north is supported by Residential Locational Guideline 2.3. Access from Oliver Avenue conforms to the recommended Residential Locational Guideline 2.5 of being directly accessible to an arterial street to avoid congestion through lower density residential neighborhoods.

The presence of a tributary to the Chisholm Creek, the floodplain and the pipeline easement are site constraints that will affect site design. The location of single-family residential dwellings directly south of 27th Street North increases the importance of providing a well-screened buffer between this use and the single-family homes south of 27th Street North.

RECOMMENDATION: Based upon this information available prior to the public hearings, planning staff recommends that the request to rezone the property from SF-5 and MF-29 to MF-18 be APPROVED, subject to platting within one year and the following protective overlay.

1. The site shall be developed with a maximum density of 42 dwelling units plus accessory structures including a small clubhouse.
2. Maximum building height shall be 35 feet.
3. Screening and compatibility requirements shall be per the Unified Zoning Code and landscaping shall be per the Landscape Ordinance, with the following additions: Solid screening a minimum of six feet in height, except for within 20 feet of the Oliver Avenue right-of-way, shall be provided along 27th Street North by a solid screening fence, solid evergreen plantings or berming, or combination of these screening materials. Additionally, a landscape buffer shall accompany any segment screened by solid screening fence or berming. The interior property line with Lot 8, Block 8, Greenbriar Manor shall be buffered at a rate of 1 ½ times the Landscape Ordinance.
4. Direct access to the site shall be prohibited onto 27th Street North.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: A large multi-family development is located to the north on property zoned MF-18 and MF-29. Its density is approximately 16 dwelling units per acre, which is considered high density according to definitions in the Comprehensive Plan. Single-family residential uses, zoned SF-5, are located in Greenbriar Manor to the south and Beacon Hill to the southeast. A tributary to Chisholm Creek separates the tract from Greenbriar Manor on the west. The main channel of Chisholm Creek is to the northwest. Wichita State University owns the property to the east and northeast, zoned SF-5 directly across Oliver Avenue and LC Limited Commercial (“LC”) at the corner of 29th Street North and Oliver Avenue. Hughes Metroplex is located on the LC tract and the new dental school campus is under construction on the SF-5 tract.
2. The suitability of the subject property for the uses to which it has been restricted: The five lots directly abutting 27th Street North could be developed as zoned for SF-5, but the remainder of the property is unlikely to be developed in single-family residential use due its proximity to high density residential use to the north and to Wichita State University facilities to the east. The presence of a tributary to the Chisholm Creek, the floodplain and the pipeline easement are site constraints that will affect site design. In the past, the site was proposed for use by a church, but the property was not developed, perhaps due to these site constraints.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed protective overlay will keep the density of the tract to medium density but allow a broader range of housing types on the site. The protective overlay improves the buffer of 27th Street North with the single-family use in Greenbriar Manor and prevents direct access onto 27th Street North. This will orient the site away from the SF-5 development.
4. Length of time subject property has remained vacant as zoned. The property was platted for single-family use in 1960, but never developed. The replat begun by the church in 2003 was never finished.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide, as amended May 2005” of the

1999 Update to the Wichita-Sedgwick County Comprehensive Plan identifies this area as appropriate for “urban residential.” This category includes a full diversity of residential development densities and types. The requested change conforms to this designation. Goal II of “The Wichita-Sedgwick County Comprehensive Plan Preparing for Change” indicates that there should be a variety of housing opportunities. Strategy II.A2 calls for requirements for medium and high-density residential development, which would include plan and architectural review to ensure compatibility with surrounding low-density residential areas. Placement of a medium-density zoning district (six to ten dwelling units per acre) as a buffer between the low-density SF-5 zoning and uses to the south and west and the high-density MF-29/MF-18 zoning and apartment complex to the north is supported by Residential Locational Guideline 2.3. Access from Oliver Avenue conforms to the recommended Residential Locational Guideline 2.5 of being directly accessible to an arterial street to avoid congestion through lower density residential neighborhoods.

6. Impact of the proposed development on community facilities: The impact on the road system will be minimal. Traffic movements already are difficult at times along Oliver Avenue, but this is due to the other land uses generating larger traffic volumes.

DONNA GOLTRY, Planning Staff presented the staff report.

FOSTER referred to the staff report and asked if the slice of MF-29 Multi-Family Residential to the north was solely for a drainage slough.

GOLTRY said it was a larger amount until the apartment project was done. She said the apartment project rezoned some of the land from MF-29 Multi-Family Residential to MF-18 Multi-Family Residential and added that some LC Limited Commercial land may have also been involved. She said that is why there is an awkward MF-29 residual piece of property.

FOSTER asked who owns the slice.

GOLTRY said it was part of the drainage reserve for the Campus Crest Apartments.

GARY HASSENFLU, 416 3RD STREET, KANSAS CITY, MO, APPLICANT said they are applying for 42 units of elderly housing for people age 55 plus. He said they have tried to be interactive and meet with the community to discuss their proposal and mentioned a meeting with Mr. Roseboro and others at the University Church. He said the plan hasn’t changed since that meeting. He said he understands that members of the community are concerned about the storm water drainage in the area. He said they will meet the City standards for storm water drainage runoff so it should not be a concern. He said they conducted a market study and determined that there is a demand for this type of housing in this area. He said the development will consist of 2-bedroom units that are all handicapped accessible, in addition to a community room and clubhouse with kitchenette, library and exercise room. He said they have developed these types of communities with over 1,000 units in 6 different states. He said they operate, manage and maintain the facilities and comply with all government regulations. He mentioned items such as the landscape and buffering and ingress/egress off of Oliver Street to show the neighbors good faith and that they will build a quality development.

He concluded by saying they agreed with all recommendations of the Protective Overlay PO in the staff report and asked that the Planning Commission approve the request for rezoning.

LONNIE BARNES, 2924 N. TERRACE showed on the aerial where his house was located along the creek. He said they are located in the 100 year flood zone and there is a tremendous potential for flooding. He said the water drains onto Brooks then into the Chisholm Trail Creek. He referred to slides that showed how the area flooded even before the development of the apartment complex to the north of the area was done. He mentioned that the developer brought dirt in to build up the area. He said there is a very high water table in the area. He mentioned concrete and buildings and that the run off does not saturate into the ground. He said the complex built a small retainer pond, but that it was only about a foot deep and doesn't drain off. He said when they have several days of rain it fills the retainer pond and creates a lake between the retainer pond and the creek and the water just stops and does not drain into the Chisholm Creek. He said he is concerned about adequate drainage with adding more concrete and housing with the high water table. He said the City did a few things to try and help such as clearing out the creek and installing heavy rock and stone along the banks to try to stop the erosion.

MOTION: To give the speaker 1 additional minute.

JOHNSON moved, **HILLMAN** seconded the motion, and it carried (12-0).

He also mentioned that there was limited access to the creek to do any work, so he hoped the City could do some work on the drainage before the proposed development actually happens.

FOSTER asked if conditions worsened in terms of runoff after development of the apartment complex.

BARNES said yes. In addition, he mentioned flooding of the bike trail and walk path that runs parallel to Chisholm Creek.

SHERMAN asked staff if there was anything in the Unified Zoning Code (UZC) that would keep additional development from worsening the situation.

GOLTRY said, for lack of a have a more scientific answer, the Storm Water Engineer examines drainage plans as part of the subdivision platting process, and evaluates detention and retention strategies to insure that runoff is not worse than it was predevelopment. She said she is not quite sure if the neighbors agree that the runoff hasn't increased. She said the Storm Water Engineering is mindful that the land is in the floodplain. She added that the conceptual site plan does show retention and detention areas that should not impact the channel.

SHERMAN asked if the creek bed was the City's responsibility.

GOLTRY said it usually should be City ownership, but not always; it depends who owns the property to the middle of the creek.

SHERMAN asked what the proper venue for Mr. Barnes to get the situation fixed was.

DIRECTOR SCHLEGEL clarified that the Planning Commission was hearing a request to change zoning. He said drainage issues should be addressed at the platting stage. He said the Planning Commission can't do anything about the flooding in the area with its action today.

JAMES ROSEBORO, 4518 GREENBRIAR said he echoed Mr. Barnes' thoughts. In addition, he said his major concerns were the safety and quality of life for people in the neighborhood. He said something has to be done about the water coming into the creek. He said the land is almost level and the retention pond isn't even a foot deep. He said the water rushes into the Chisholm Creek very fast and children play along the creek and bike paths. He said someone could easily drown along there. He said the water is going to come from the north and east. He said they don't know if senior housing is needed in the area and mentioned developments at two other locations. He said people can't keep building in area that is a known floodplain. He said some of his neighbors have spent between \$8,000-9,000 dollars for work in their basements because of the water, and many of the residents now have to have flood insurance.

RICHARD STEVENSON, 4723 EAST 27th STREET NORTH said his house is located on the backside of the proposed building. He said they have had a water problem in the area since the City planners allowed The Grove Apartments to go in. He said the neighbors told staff in advance that there would be a problem because 27th Street drains slowly onto Dellrose, which in turn goes into the Chisholm Creek. He said he also has concerns about how the proposed project is going to affect their property values because it is low-income housing. He said the design is not all concrete and he likes the idea of ingress/egress from Oliver Street only. He said fill dirt has been added onto the north section so the whole property slopes toward 27th Street. He suggested the slopes go more to the north and east, which he said is not ideal but better than pavement and outlets coming onto 27th Street. He said the developer does seem willing to work with the neighbors. He said he hopes this developer will be better than the developer of The Grove. He concluded by saying that the neighbors' concerns are real.

HILLMAN said so the storm drains collects water from Oliver Street and then runs it back to the creek.

SOMEONE FROM THE AUDIENCE responded yes they do.

HILLMAN said if the water is running back to the creek then nothing has been solved. He said something will have to be done farther upstream.

JANET DANITSCHKE, 2709 NORTH DELLROSE said her house abuts the creek that is being talked about. She said she wanted to correct a perception that the agent for the development has been judicious about meeting with the homeowners who are affected by the plan. She said that is just not the case. She said the Greenbriar development is a covenanted organization and that no one has attempted to contact them to discuss this proposal. She said she is not opposed to development, but do it in such a way that homeowners are not placed in jeopardy because of runoff water from the property, not the way the other complex has elected to deal with runoff. She said the underground culvert flushes water into the creek north through the property where it hits a wall of water and it all backs up. She said in 2008 there were many floodings upstream from her because their property sits a little lower than hers. She said she has

lived there 41 years and the water has gotten worse since The Grove has been built. She said the homeowners association was to have received notification of the plan when it was advertised on March 3. She said she called to make sure her name was on the list and was told the notification was in the mail. She said after 2 more phone calls, Planning staff e-mailed her a copy of the notice. She said because of this delay and the timeframe, there hasn't been time to notify all of the homeowners simply because of spring break. She requested that the Planning Commission postpone rendering a decision on the application until the developer has had a chance to meet with the people who will be most affected by what is going to happen on this plot of ground.

FOSTER asked if Ms. Danitschek had any new information relative to the water runoff.

DANITSCHKEK commented that the developer talked about screening applicants; however, they have to rent to anyone that meets the guidelines. She said the number one issue is flooding. She said many families in the area within the past 3 years have had water flowing into their windows and basement. She said homeowners have had to correct an issue they should not even be faced with. She said she would like the developer to have an opportunity to meet with those folks and give them absolute verification that they won't inundate them with water. She said that would be a way to spread goodwill.

FARNEY asked staff to clarify how and who is notified on a zoning matter.

GOLTRY explained that the City has an automatic procedure through the City's Geographic Information System (GIS) that automatically pulls up neighborhood and homeowners associations within a predetermined area surrounding the zoning request depending on the size of the area in question. She briefly reviewed the homeowners associations that were notified of the case and commented that Greenbriar was not on the list so there must be some sort of irregularity.

MILLER added that homeowner and neighborhood association lists are maintained by the Neighborhood Assistants for the various Council Districts. He said if the homeowners association has not registered itself; it will not be on the list. He said occasionally staff has run into this notification issue if say a President of an association has changed and the City still has the old address in the system because they were not notified of the update.

SHERMAN asked that as far as the individual homeowners; that the list was complete?

GOLTRY responded yes.

CHAIR MILLER STEVENS asked the applicant if they would like to rebut the testimony and the applicant declined.

JOHNSON said he gets concerned when people talk about Planning staff like this. He said he is confident the project has been dealt with fairly provided the conditions are met. He asked staff what assurance the City has that the applicant will build their project as it was planned.

DIRECTOR SCHLEGEL explained that when the Office of Central Inspection (OCI) issues building permits and inspects the completed project they insure that the developer has complied

with the conditions in order to receive a certificate of occupancy. He said although the Planning Department is not directly involved, that is the procedure, which is the best assurance staff can give.

JOHNSON said all this discussion seems to be as a result of The Grove Apartments. He asked if staff had any more information on what has happened.

DIRECTOR SCHLEGEL commented that one of the speakers indicated that the Storm Water Engineer had been out to the site and City staff had done work in the area on several occasions. He suggested that the neighbors contact the Storm Water Engineer and Public Works regarding the flooding issues and get additional solutions put in place. He said the neighbors' flooding concerns cannot be remedied by a zoning action or any action of the Planning Commission. He said the Planning Commission cannot direct Public Works staff to do an inspection of the area. He also suggested that neighbors might contact their City Council representative or the City Manager's Office.

CHAIR MILLER STEVENS clarified that drainage issues are addressed during the platting process.

HILLMAN said it seems like the applicant is being placed under undue pressure to build a lake that will retain all the water so it can soak into the ground as the water table allows it. He said the problems upstream need to be addressed as well. He said he was glad this has come to light and that he would be doing follow-up with Storm Water Management staff.

HENTZEN says he understands that the Planning Commission has no authority to direct City or floodwater people to take a look at this thing. He feels he cannot deny land use of the property because there is a question about the water. He said all this discussion is not related to water coming off of this project. He said after listening to all the testimony he would suggest that the appropriate City staff get out there and find out what is the matter.

DIRECTOR SCHLEGEL reiterated that the neighbors need to take their concerns to Public Works, Storm Water Management, their City Council member or the City Manager.

KLAUSMEYER said according to Mr. Barnes testimony the City had been out to the area and have made a little progress, but didn't solve the problem. He said he thinks the proposed land use is appropriate but he has a problem approving something that may have a negative effect on the citizens in the neighborhood. He said he thinks it would be prudent for the applicant to complete the drainage plan. He said this is the City's problem; that there is flooding all over town and he does not want to add another section. He said the Commission needs to keep the citizens in mind.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **VAN FLEET** seconded the motion.

DENNIS said the application is subject to platting within 1 year. He asked wouldn't the homeowners be notified of the subdivision and platting meeting.

MILLER said a red and white sign is placed on the property, but individual notices are not sent out because it is not required by State Statute.

DENNIS asked if that provision could be added to the motion.

MILLER clarified that staff could use the existing ownership list and anyone who signed up on the “speaker’s sheet” at this meeting.

JOHNSON and **VAN FLEET** agreed to amend the motion to include the provision that all homeowners and persons who signed up on today’s speaker sheet be notified of the subdivision/platting meeting.

AMENDED MOTION: That those listed on the property ownership notification list and those who signed in for the public hearing held March 24, 2011, shall be provided with notice of the scheduled date for consideration of the plat by the Subdivision Review Committee and the MAPC.

JOHNSON moved, **VAN FLEET** seconded the amendment.

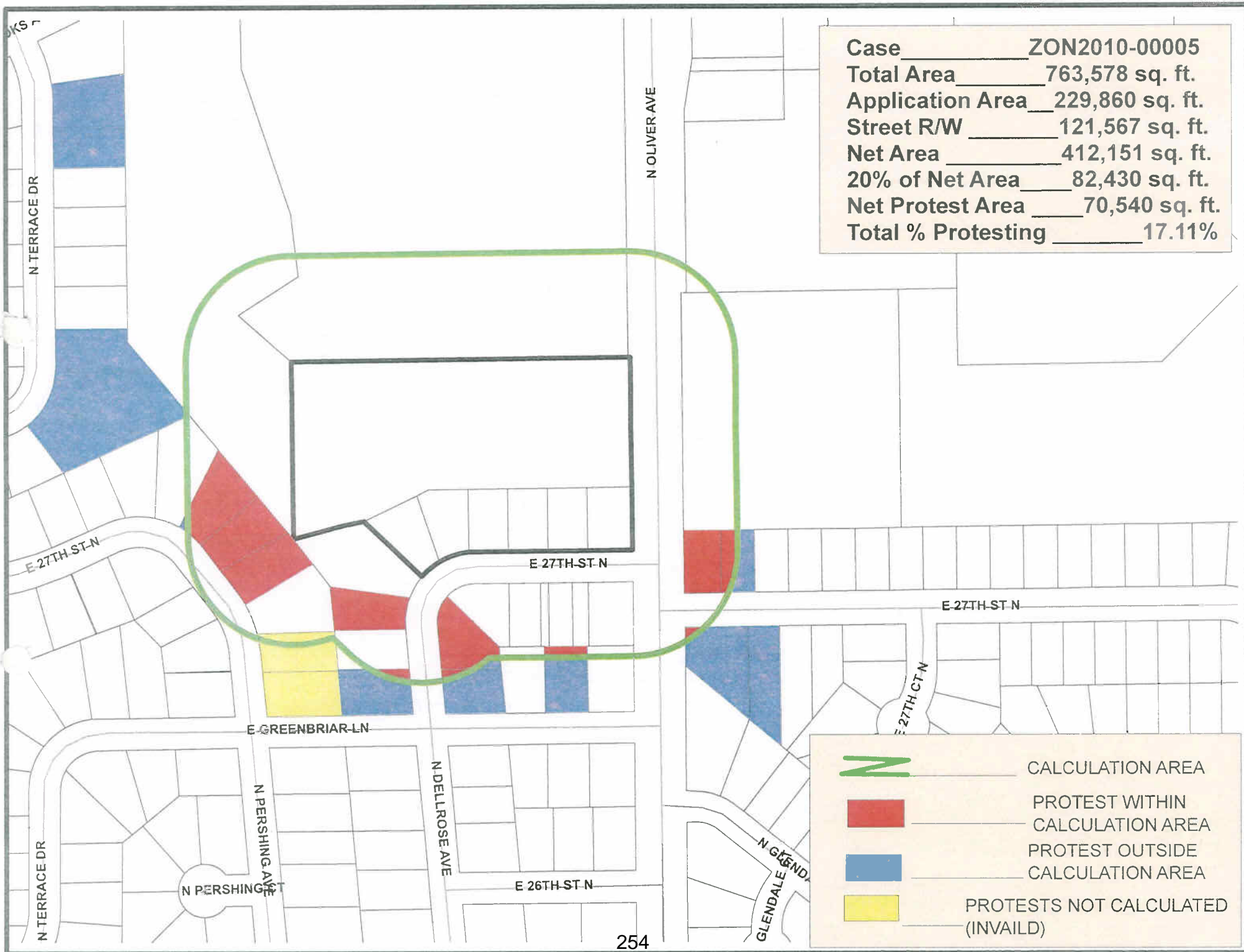
DIRECTOR SCHLEGEL said the testimony reflected larger issues other than this specific property and platting of this property. He urged property owners to contact Public Works and their Council Member.

MITCHELL said he was going to oppose the amended motion because he said the subdivision plat cannot solve all of the problems in the area, and that the affected homeowners have many other avenues to pursue that would get better results than opposing a single plat in the middle of a problem area.

SHERMAN said he would be voting in support of the motion only because it would be improper to deny this request because of flooding that is currently happening in the area.

The question was called and the **MOTION** passed (10-2). **FOSTER** and **MITCHELL** – No.

Case _____ ZON2010-00005
 Total Area _____ 763,578 sq. ft.
 Application Area _____ 229,860 sq. ft.
 Street R/W _____ 121,567 sq. ft.
 Net Area _____ 412,151 sq. ft.
 20% of Net Area _____ 82,430 sq. ft.
 Net Protest Area _____ 70,540 sq. ft.
 Total % Protesting _____ 17.11%



N CALCULATION AREA
 PROTEST WITHIN
 CALCULATION AREA
 PROTEST OUTSIDE
 CALCULATION AREA
 PROTESTS NOT CALCULATED
 (INVALID)



INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: LaShonda Porter, Neighborhood Assistant District 1

SUBJECT: ZON2011-00005

DATE: April 6, 2011

On Monday, April 4, 2011, the District Advisory Board (DAB) for Council District 1 heard the zoning change request from Single Family Residential (SF-5) and Multi Family Residential (MF – 29) to Multi Family Residential (MF – 18) at the property generally located on the Northwest corner of Oliver Avenue and 27th Street.

Residents surrounding the area were in attendance and were opposed to the development. Residents expressed concerns with increased traffic, noise from more emergency vehicles due to the population the project intends to serve, as well as, grave concerns with the potential of additional flooding in the area because of the project.

Board members also asked questions regarding how flooding would be handled once the facility was built. They express concerns with the detention pond not being large enough to eliminate the flooding concerns; they were concerned with the how the water was going to flow.

Board members reviewed the case and asked that the case be deferred until April 11, 2011. The Board wanted time for the applicant to speak with staff regarding a more solid plan to address the concerns raised by the neighbors and Board relating to the flooding conditions.

DAB members voted unanimously to defer this request until April 11, 2011. Vote was 7:0.

Please review this information when this request is considered.



INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: LaShonda Porter, Neighborhood Assistant District 1

SUBJECT: ZON2011-00005

DATE: April 12, 2011

On Monday, April 11, 2011, the District Advisory Board (DAB) for Council District 1 heard the zoning change request from Single Family Residential (SF-5) and Multi Family Residential (MF – 29) to Multi Family Residential (MF – 18) at the property generally located on the Northwest corner of Oliver Avenue and 27th Street.

This case was presented at the April 4, 2011 DAB meeting; however, Board members voted unanimously to defer the case until April 11, 2011 to allow discussion to occur with staff, applicant, and the community regarding the flooding concerns.

Residents surrounding the area were in attendance and were opposed to the development. Residents expressed concerns with the need for Chisholm Creek to be cleaned, increased flooding in the area because of the project. They also wanted to know if aesthetics of the community would be preserved, wildlife maintained, if the trees would be cut down, and if clear cutting would be utilized as the method for cleaning the creek.

Board members tried to get an understanding of the issues and discussed the need for the Chisholm Creek to be cleaned and maintained, but also noted that the issue was bigger than the request that was coming before the Board. They identified that the decision before the Board related to zoning and the creek issue is bigger and beyond the scope of the decision that needed to be made.

DAB members voted to approve the zoning request as noted in the staff report. Vote was 5:0:1. James Roseboro abstained from the vote.

Please review this information when this request is considered.

PUBLIC HEARING MATL...REF. CASE NO. ZON2011-00005...REQUEST FOR ZONING CHANGE.TXT
From: lbarnesd@aol.com
Sent: Wednesday, March 23, 2011 12:00 AM
To: Crockett, Maryann; Goltry, Donna; jroseboro@cox.net
Subject: Public Hearing Matl...ref. Case No. ZON2011-00005...request for zoning change
Attachments: Pics of flooding chisholm creek.ppt

Mr Crockett,

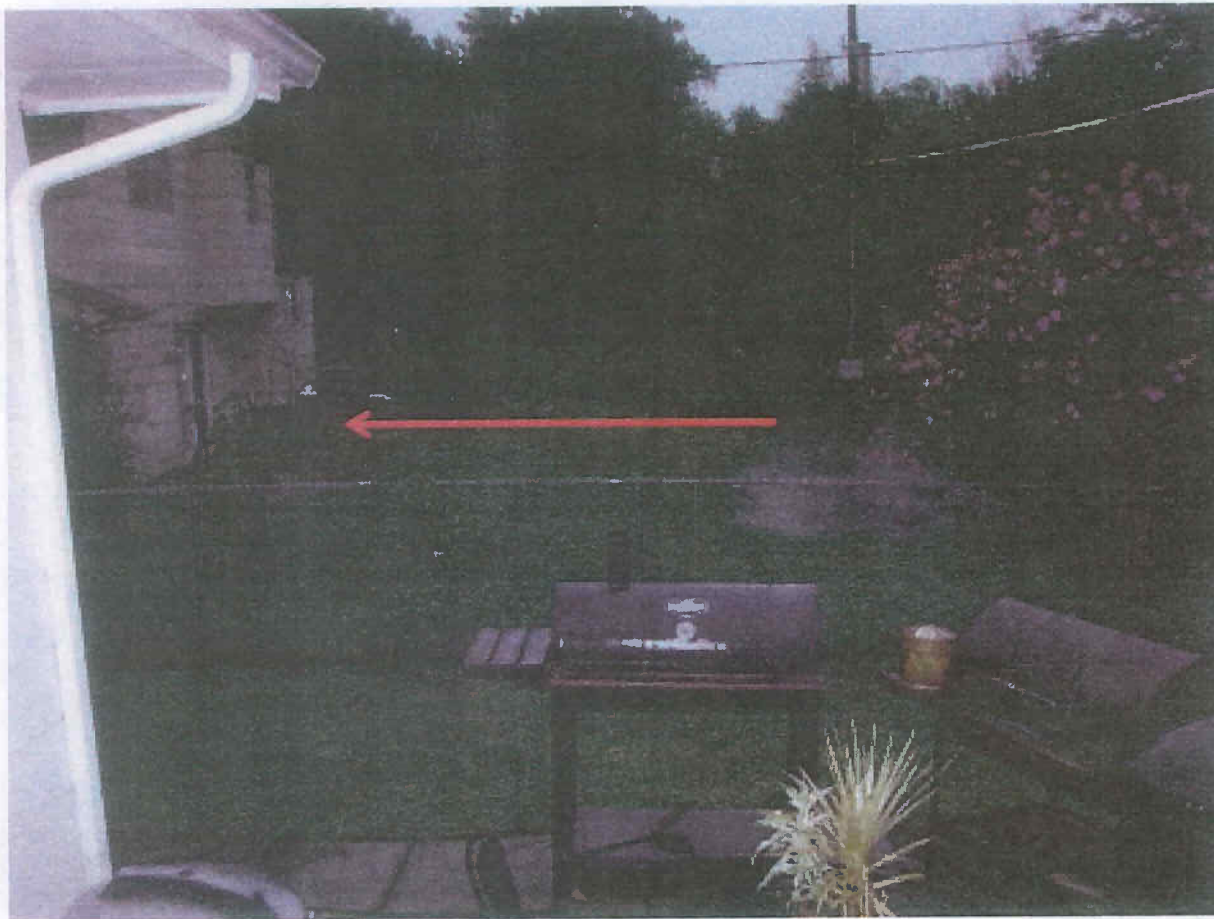
I have talked with Mrs Goltry regarding presenting information(pictures) of the drainage creek behind my house and at the rear of the proposed development site. We are very concern with the runoff of water dumping into and already easily over filled drainage creek. There is a Apartment complex (The Grove Apts.) which will be adjacent to proposed development...with a shallow retainer pond already...and still the pictures show it is not adequate to manage the run off. We are currently in a 100 year flood zone...with high potential for flooding. The extra pavement and buildings will only add further potential. Adequate provisions to both the drainage creek and the chisholm creek will be necessary to protect all from potential flooding.

I work during the time of the meeting, but will try to attend...however please have this information ready to present at the time of the meeting.

Thank you, Lonnie Barnes

Please forward this email to Mrs Goltry as well...and I apologize for the delay in getting information to you at such a late date.

Sept 6, 2010



2932 N Terrace. The rain had luckily stopped, but the water had come out of the Creek banks into neighbors yard.



Water level of creek after rain quits.
Even with my fence.

20 ft from
House deck.

Dog run



2924 N Terrace, SEPT 6, 2010. The rain
Had stopped. Luckily...because creek was
Full.



Water has come out of Chisom creek
Banks, covering bike path and bridge,
Joining with our drainage creek.



City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

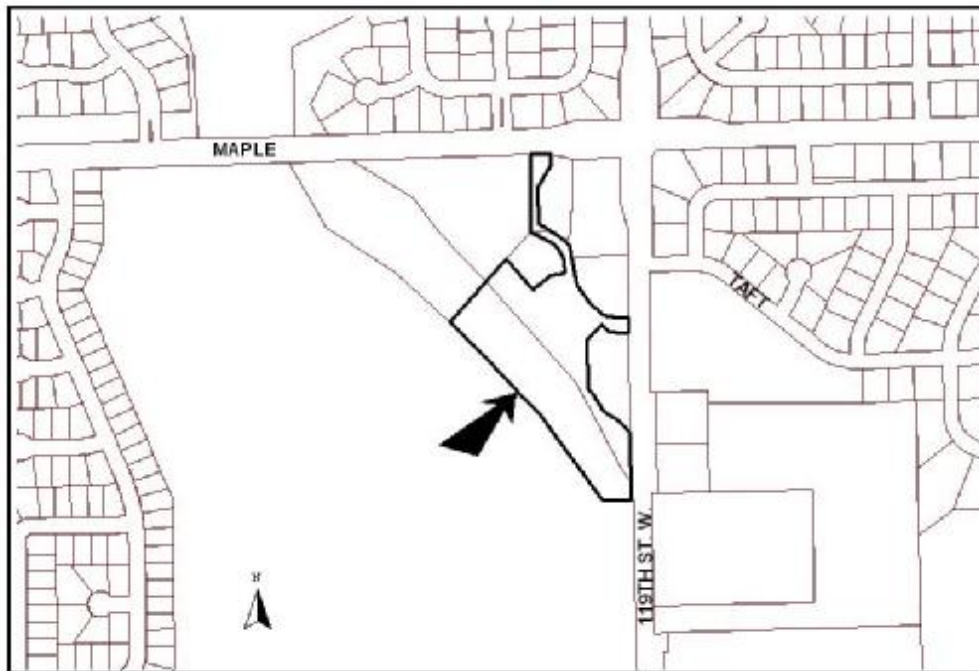
SUBJECT: SUB2010-00048 -- Plat of Thunderbird Office Park 2nd Addition located on the south side of Maple, on the west side of 119th Street West. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (11-0)



Background: The site, consisting of one lot on 7.16 acres, is a replat of a portion of the Thunderbird Office Park Addition. The site is located within Wichita and is zoned LC Limited Commercial and SF-5 Single-family Residential.

Analysis: Municipal services are available to serve the site. The applicant has submitted a Restrictive Covenant to provide for the ownership and maintenance of the reserve.

The plat has been reviewed and approved by the Metropolitan Area Planning Commission subject to conditions.

Financial Considerations: There are no financial considerations associated with the plat.

Goal Impact: Approval of the plat will Ensure Efficient Infrastructure through the integration of streets, utilities and other public facilities.

Legal Considerations: The Restrictive Covenant has been approved as to form by the Law Department and will be recorded by the Register of Deeds.

Recommendations/Actions: It is recommended that the City Council approve the document and plat and authorize the necessary signatures.

Attachments: Restrictive Covenant

RESTRICTIVE COVENANT

THIS DECLARATION made this 29th day of March, 2011, by Westlake, L.L.C., a Kansas Limited Liability Company, and Westlake Phase I Retail, L.L.C., a Kansas Limited Liability Company, hereinafter called "Declarants",

WITNESSETH

WHEREAS, Westlake, L.L.C. is the owner of the following described property:

THUNDERBIRD OFFICE PARK 2ND

Lot 1, Block A
Reserves "A" and "B"

and,

WHEREAS, Westlake Phase I Retail, L.L.C. is the owner of the following described property:

PARCEL 'A'

That part of Lot 1 and Lot 2, Block A, Thunderbird Office Park, an Addition to Wichita, Sedgwick County, Kansas described and conveyed in the Special Warranty Deed recorded in DOC.#/FLM-PG: 28744977, and further described as follows: Beginning at the Northeast corner of said Lot 1; thence S00°00'00"E along the East line of said Lot 1, 175.00 feet; thence S14°02'10"E along the East line of said Lot 1, 103.08 feet to the Southeast corner of said Lot 1; thence S88°55'15"W along the South line of said Lot 1, 223.12 feet; thence N00°01'23"W, 70.74 feet; thence N89°58'37"E, 10.00 feet; thence N00°01'23"W, 207.98 feet to a point on the North line of said Lot 1; thence S77°06'40"E, along the North line of said Lot 1, 13.57 feet; thence N88°51'10"E along the North line of said Lot 1, 175.00 feet to the point of beginning, TOGETHER WITH that part of Lot 2, in said Block A, described as beginning at the Northeast corner of said Lot 2; thence S00°00'00"E along the East line of said Lot 2, 99.90 feet; thence N90°00'00"W, 220.15 feet; thence N00°00'00"E, 20.72 feet; thence N15°24'38"W, 23.02 feet; thence N52°35'45"W, 19.84 feet; thence N37°24'15"E, 31.21 feet; thence N00°01'23"W,

15.94 feet to a point on the North line of said Lot 2; thence N88°55'15"E along the North line of said Lot 2, 223.12 feet to the point of beginning, TOGETHER WITH that part of said Lot 1, described as commencing at the Northwest corner of said Lot 1; thence N88°51'10"E along the North line of said Lot 1, 74.58 feet; thence S77°06'40"E along the North line of said Lot 1, 5.58 feet to the point of beginning; thence continuing S77°06'40"E along the north line of said Lot 1, 83.93 feet to a point 13.57 feet Northwest of a bend point on the North line of said Lot 1; thence S00°01'23"E, 207.98 feet; thence S89°58'37"W, 10.00 feet; thence S00°01'23"E, 70.74 feet to a point on the South line of said Lot 1; thence S88°55'15"W along the South line of said Lot 1, 75.16 feet; thence N57°28'42"W, 55.48 feet; thence N00°00'00"E parallel with the West line of said Lot 1, 140.33 feet; thence N29°30'54"E, 101.49 feet; thence N00°00'00"E parallel with the West line of said Lot 1, 40.39 feet to the point of beginning; TOGETHER WITH that part of said Lot 2, described as commencing at the Northeast corner of said Lot 2; thence S88°55'15"W along the North line of said Lot 2, 223.12 feet to the point of beginning; thence S00°01'23"E, 15.94 feet; thence S37°24'15"W, 31.21 feet; thence N52°35'45"W, 34.52 feet; thence N57°28'42"W, 34.13 feet to a point on the North line of said Lot 2; thence N88°55'15"E along the North line of said Lot 2, 75.16 feet to the point of beginning.

WHEREAS, Declarants are desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Reserves "A" and "B", within Thunderbird Office Park 2nd, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarants hereby declare and covenant:

1. That Reserve "A" is hereby reserved for floodway, drainage purposes, lakes, landscaping, pathways, utilities as confined to easements, and open space. No buildings or other obstructions shall be constructed or placed on or within said Reserve "A", nor shall any fill, change of grade, creation of channel, or any other work be carried on without the permission of the City Engineer of the City of Wichita, Kansas.

Reserve "B" is hereby reserved for access drive, entry monuments, screening walls, landscaping, drainage purposes and utilities.

2. Reserves "A" and "B", shall be owned and maintained by the owner of that portion of Lots 1 and 2, Block A, Thunderbird Office Park, an Addition to Wichita, Sedgwick County, Kansas described and conveyed in the Special Warranty Deed recorded in DOC.#/FLM-PG: 28744977 as noted in the Surveyors Certificate and as designated on the face of the plat of Thunderbird Office Park 2nd, Wichita, Sedgwick County, Kansas, and described above as Parcel "A".

3. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserves, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the owner of Parcel "A" has failed to maintain the reserves in a reasonable and prudent manner.

and,

B. That the appropriate governing body has given written notice to the owner of Parcel "A" and said owner has not responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserve under this covenant, the owner of Parcel "A" shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against Parcel "A" described above, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in title to said Parcel "A".

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

Westlake, L.L.C.

By: 
William G. Farha, II, Member

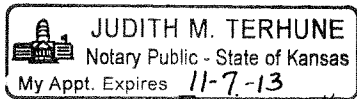
Westlake Phase I Retail, L.L.C.

By: 
William G. Farha, II, Member

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 29th day of March, 2011,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came William G. Farha, II as Member
of Westlake, L.L.C., a Kansas Limited Liability Company,
personally known to me to be the same persons who executed the within instrument
of writing and such persons duly acknowledged the execution of the same on behalf,
and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



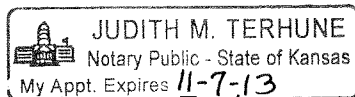
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 29th day of March, 2011,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came William G. Farha, II as Member
of Westlake Phase I Retail, L.L.C., a Kansas Limited Liability
Company, personally known to me to be the same persons who executed the within
instrument of writing and such persons duly acknowledged the execution of the same
on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-13)

Approved as to form:

Gary E. Rebenstorf, City Attorney

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: A11-01 – Request by John E. and Marilyn K. Dugan to annex lands generally located on the south side of Kellogg, one-quarter mile east of 135th Street West (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex 55.6 acres of land generally located on the south side of Kellogg, one-quarter mile east of 135th Street West. The annexation area abuts the City of Wichita to the south and north of the property. The annexation area is unplatted but is being platted as the Dugan West Kellogg Commercial Addition, which was approved by the Metropolitan Area Planning Commission on December 16, 2010, and is scheduled for City Council consideration on April 19, 2011.

Analysis:

Land Use and Zoning: The annexation area consists of approximately 55.6 acres zoned “SF-20” Single Family and is undeveloped. On August 12, 2009, the Board of Sedgwick County Commissioners approved a zone change for the property to “LC” Limited Commercial and Dugan West Kellogg Community Unit Plan (DP-320), subject to platting the property within one year. Annexation of the property is a condition of the plat. The adjacent property to the north is zoned “GC” General Commercial and is developed with a self-storage facility. The adjacent properties to the south are zoned “SF-5” Single Family and are undeveloped but platted for single family residences. The adjacent properties to the east and west are zoned “SF-20” Single Family and are undeveloped.

Public Services: Water service is not available to serve the subject property at this time. As a condition of the plat, the applicant is responsible for providing a guarantee for the extension of water transmission and distribution mains to serve the subject property. Sanitary sewer service is available to serve the subject property from a 15-inch main that runs along the eastern boundary of the subject property. As a condition of the plat, the applicant is responsible for providing a guarantee for the extension of sewer lateral mains to serve the subject property.

Street System: The plat of the subject property approves four full-movement access drives to Kellogg Drive, a two-lane access road.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Fire Station No. 17 at 10651 W. Maple is the nearest fire station to the site. Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: Meadows Park, located approximately three-quarters of mile northeast of the subject property at 12551 W. Maple, and West Millbrook Park, located approximately three-quarters of mile northeast of the subject property at 404 S. 119th Street West, are the nearest parks. Meadows Park is a 51.4 acre nature park that is developed with a playground, fishing pond, nature trail, and Wichita Wild habitat area. West Millbrook Park is a 25.6 acre neighborhood park that is developed with a playground, open shelter, picnic

tables, and a softball diamond. The Parks, Recreation and Open Space Plan identifies proposed pathways along the abandoned railroad corridor that abuts the subject property to the south and along the creek that runs through the adjoining property to the east.

School District: The annexation property is part of Unified School District 265 (Goddard School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$10,260 with a total assessed value of \$3,078. Using the current City levy ($\$31.979/\$1000 \times$ assessed valuation), this roughly yields \$98 in City annual property tax revenues for the property upon annexation. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating approximately 330,000 square feet of commercial development over the next 10 years. The total appraised value of the commercial development after completion is estimated at approximately \$43.3 million. Assuming the current City levy remains about the same, this would roughly yield a total of approximately \$346,000 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: It is recommended that the City Council approve the annexation request, place the ordinance on first reading, authorize the necessary signatures and instruct the City Clerk to publish the ordinance after approval on second reading.

Attachment: Map Sheet
Ordinance

OCA150004

PUBLISHED IN THE WICHITA EAGLE ON APRIL 29, 2011

ORDINANCE NO. 48-998

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.
(A11-01)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District II respectively:

That part of the East Half of the Northwest Quarter lying north of the railroad right of way in Section 36, Township 27 South, Range 2 West of the 6th P.M., Sedgwick County, Kansas, except the portion condemned in Case A-38302 and except that portion deeded to the State of Kansas in Deed Book 1419, Page 413.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this April 26th, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location: South side of Kellogg, one-quarter mile east of 135th Street West

Address: n/a		Reason(s) for Annexation:	
55.6	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:

Existing zoning:	"SF-20" Single Family Residential
------------------	-----------------------------------



A11-01

WICHITA

SEDGWICK COUNTY



Software: ArcGIS
Map Data Source: City of Wichita, Sedgwick County
Prepared: 2/20/09
It is understood that while the City of Wichita Data Center Geographical Information System Data is used, the City of Wichita and Sedgwick County make no warranty or representation, either expressed or implied, as to the accuracy or completeness of the information or data displayed. Public property represented on this map is not intended to be inclusive.

City of Wichita
City Council Meeting
April 19, 2011

TO: Wichita Airport Authority

SUBJECT: Taxiway H and H1 West Site Development
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the budget adjustment.

Background: This project was initially approved by the Wichita Airport Authority on March 22, 2011, to study the area between Pueblo Road, Airport Road, Harry Street, and Taxiway H, and provide site development options addressing elements such as utilities, drainage, pavements, and landscaping, to accommodate tenant development. Professional Engineering Consultants (PEC) was selected to provide consulting services with the initial contract of \$18,175.

Analysis: Due to a tenant's aggressive construction schedule for a new hangar, it will be necessary to order long lead-time electrical distribution equipment that will be available for installation when needed to serve the project.

Financial Considerations: The initial budget requested was \$25,000 to cover the study contract and initial expenses. A \$50,000 budget increase is requested to accommodate electrical equipment design and early equipment procurement. This will bring the total budget to \$75,000. Following the early purchase of electrical equipment will be contracts for consulting services and construction for the pavements and utilities. The project will be paid for with General Obligation bonds reimbursed from Airport revenue.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through infrastructure improvements to allow development of Airport property for revenue-producing tenant use.

Legal Considerations: None.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the budget adjustment.

Attachments: None.

City of Wichita
City Council Meeting
April 19, 2011

TO: Wichita Airport Authority

SUBJECT: Sullivan Aircraft Services, LLC
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the Agreement.

Background: Sullivan Aircraft Services desires to enter into a Commercial Operations Agreement with the Wichita Airport Authority (WAA) to grant the non-exclusive privilege of providing detailing and cleaning services to General Aviation aircraft at Mid-Continent Airport. The firm will not lease any facilities or require the use of any WAA equipment or services in order to conduct its business.

Analysis: The Commercial Operations Agreement is for a one-year term with four, consecutive one-year options, effective on May 1, 2011. This Agreement may be cancelled by either party, without cause, by giving a thirty-day written notice.

Financial Considerations: The Agreement requires payment to the WAA of an annual permit fee of \$100.

Goal Impact: The Airport's contribution to the Economic Vitality of Wichita is promoted through approval of agreements which allow new businesses to start service at the Airport system in order to serve General Aviation customers.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Agreement and authorize the necessary signatures.

Attachments: Agreement.

WICHITA MID-CONTINENT AIRPORT
COMMERCIAL OPERATIONS AGREEMENT

This Operating Agreement ("Agreement") is made and entered into this April 19, 2011 between The Wichita Airport Authority ("Authority") and Sullivan Aircraft Services, LLC, a limited liability company organized and existing under the laws of the State of Kansas ("Operator").

In consideration of the rights, privileges, and mutual obligations contained in this Agreement, Authority and Operator agree as follows:

1. Term and Cancellation Provisions.

The term of this Agreement shall commence May 1, 2011, and terminating April 30, 2012, with four, consecutive one-year options from and after May 1, 2012. This Agreement may be cancelled by either party, without cause, by giving a 30-day written notice.

In the event the Director of Airports determines that termination is necessary to protect public health, safety or welfare, this Agreement may be terminated by the Director of Airports upon such notice as the Director of Airports deems appropriate under the circumstances. Termination or expiration of this Agreement shall not relieve the parties of any liabilities or obligations hereunder which shall have accrued on or prior to the date of termination. Upon the termination of this Agreement, Operator shall cease forthwith all operations upon the Airport and shall pay in full all fees and other amounts payable to Authority as set forth in this Agreement, then due and owing.

2. Services Provided by Operator.

Subject to all terms of this Agreement, the Operator is hereby granted a NON-EXCLUSIVE right to perform aircraft cleaning services for general aviation using Wichita Mid-Continent Airport. In the event Operator desires to provide services to the commercial air carriers, Operator shall provide the Director of Airports with written notice of any such arrangement prior to entering into same and Operator shall provide the Director of Airports with written notice as and when any such arrangements are terminated.

Prior to performing any services for any general aviation businesses, the Operator shall notify the Authority of its agreement to perform such service for such general aviation. The Operator shall provide to and maintain with the Authority at all times, an up-to-date list of all general aviation businesses that it performs services for as authorized by this Agreement.

3. Operational Requirements.

Operator shall provide such services as are necessary to adequately meet all demands for its services at the Airport and shall conduct such hours of business as may be necessary to provide this service. Such service shall be furnished on a fair; equal and non-discriminatory basis for all users thereof, and charges shall be fair, reasonable and non-discriminatory for each unit of service. All of the services enumerated herein shall be limited to certificated general aviation aircraft that have the authority from the appropriate regulatory department of the United States of America, or other competent authority, to operate in and out of the Airport. It is understood and agreed that such general aviation businesses shall at all times have the right to provide any of the services herein provided for, for their own operations.

None of the services which the Operator is authorized to perform under this Agreement shall involve the operation of aircraft by the Operator.

Operator shall maintain sufficient equipment, tools, accessories, and supplies, and employ a sufficient number of personnel to handle the operations and respond to customer inquiries and furnish good, prompt and efficient service adequate to meet all reasonable demands and needs of the business herein authorized. All equipment, tools, and vehicles to be used in the operation of Operator's business at the Airport will be in excellent, safe operating condition and will be kept in an orderly and clean manner at all times. All equipment and vehicles will be operated by Operator and its employees, agents, and/or representatives in a safe and orderly manner at all times. Upon objection from Authority to Operator concerning the operation of such equipment and vehicles, or the unsafe and unclean condition of the equipment and vehicles, Operator will immediately remedy the cause of the objection.

Questions or complaints regarding the quality of services, whether raised by users, Authority or otherwise, may be submitted to Operator for response. At Authority's request, Operator shall meet with the Authority to review any complaints or concerns and to promptly correct any deficiencies. The Authority's determination as to the quality of operation or services shall be conclusive, and curative measures shall be implemented by Operator as expeditiously as possible.

Failure on the part of the Operator to correct, modify or rectify any deficiencies within thirty (30) days following written notice from the Authority, or failure after such notice to correct, modify or rectify any deficiencies in an expeditious manner in such additional time period as Authority may allow, may be a material breach of this Agreement and a cause for the exercise of any remedies, including the cancellation of the Agreement.

Operator will not block any areas used for ingress and egress by Airport traffic and will not interfere with the activities of Authority, its agents, employees or other Airport tenants.

Operator must, at its own expense, maintain in force any and all licenses and permits required for the legal operation of all aspects of this Agreement.

4. Payment.

In consideration of the license and privilege to do business on the Airport, payment to the Authority shall be the sum of one hundred dollars (\$100.00), payable on an annual basis, with the first payment being due May 1, 2011, and each subsequent May 1 throughout the term and any renewal options of this Agreement.

5. Representation.

It is understood and agreed that Operator shall at all times be deemed to be an independent contractor to the Authority. Nothing in this Agreement shall be construed or considered to create the relationship of employer and employee between the parties. Operator is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

All persons providing aircraft cleaning services pursuant to this Agreement shall represent themselves as representatives of an independent contractor. Under no circumstances shall any of Operator's personnel represent themselves as employees of the Authority. Any

person providing aircraft cleaning services is not an agent or employee of the Authority, and shall not be entitled to any of the benefits of Authority's employees.

6. Assignment and Subletting.

Operator shall not assign, sublet, mortgage or otherwise transfer, in whole or in part, any of the rights granted in this Agreement nor delegate any of its duties without the prior written approval of the Authority.

7. Reservations.

It is understood that the issuance of this Agreement does not guarantee the availability of any space at the Airport. Further, Operator agrees to be diligent and to do all those things necessary and proper to serve the public fairly and in such manner that will not reflect discredit upon the Authority or cause the Authority loss or damage, and without limiting the foregoing, Operator covenants and agrees to furnish good, prompt and efficient service adequate to meet all demands for such service at the Airport, and shall furnish such service on fair, equal and nondiscriminatory basis to all users thereof.

8. Parking.

The Operator and its employees shall have no right hereunder to park vehicles at the Airport except in parking areas designated by the Authority.

9. Impositions.

Operator shall, during the term of this Agreement, bear, pay and discharge, before the delinquency thereof, any and all lawful impositions, including all lawful taxes and assessments imposed on the premises or Operator's possessory right therein, and Operator's business operations.

10. Insurance.

The Operator agrees to maintain public liability insurance during the Term hereof, equal to or in excess of the following amounts:

<u>Type of Coverage</u>	<u>Limits Per Occurrence</u>	<u>Limits General Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile	\$1,000,000	Not Applicable

In addition, the Operator shall maintain a Worker's Compensation and Employer's liability policy for limits of not less than the statutory requirement for Worker's Compensation, and \$500,000 Employer's Liability.

Operator agrees that in the event of future changes in the law and upon notice by the Authority, the minimum levels of insurance required by this paragraph may be increased within the bounds of commercial reasonableness to the amount that may be required to provide coverage for the types of liability described in this Section.

Operator agrees, prior to the commencement of the Agreement, to provide Authority with copies of all policies or certificates evidencing that such insurance is in full force and effect, and stating the terms thereof, and shall name the City of Wichita and the Authority as additional insureds.

Operator shall be solely responsible for obtaining insurance policies that provide coverage for losses of Operator-owned property. Authority shall not be required to provide such insurance coverage or be responsible for payment of Operator's cost for such insurance.

11. Subrogation of Insurance.

Authority hereby waives any and all rights of recovery against Operator for or arising out of damage or destruction of the building, or the premises, or any other property of Authority, from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of such policies, whether or not such damage or destruction shall have been caused by the negligence of Operator, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

Operator hereby waives any and all rights of recovery against Authority for or arising out of damage to or destruction of any property of Operator from causes then included under any of its property insurance policies, to the extent such damage or destruction is covered by the proceeds of said policies, whether or not such damage or destruction shall have been caused by the negligence of Authority, its agents, servants or employees or otherwise, but only to the extent that its insurance policies then in force permit such waiver.

12. Portable Storage Containers/Structures.

Unless specifically approved in writing, and under conditions specified by Authority, Operator shall not place or allow to be placed upon the premises, any type of portable storage container, trailer, unit, box, or barrel which is used to store merchandise and/or equipment and supplies outside of an enclosed permanent building or structure. Authority will not unreasonably withhold approval of such container if such is of a temporary nature, or at the discretion of Authority.

Unless specifically approved, and under conditions specified by Authority, Operator shall not place or allow to be placed upon the premises, any type of portable or temporary structure or device.

13. Third Party Rights.

It is specifically agreed between the parties that it is not intended by any of the provisions of any part of this Agreement to create in the public or any member thereof status as a third-party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

14. Damage to Airport Facilities.

Operator shall be responsible for any and all damage to the Airport caused by the negligence of Operator, its agents, employees, contractors, subcontractors or invitees including, but not limited to, damage to terminal areas, ramp and taxiway areas, engine run-up areas, runways, hangar facilities and any and all areas where any activities are performed by Operator.

15. Rules and Regulations

Operator, its agents and employees, shall be subject to any and all applicable rules, regulations, standard operating procedures, orders and restrictions which are now in force or which may hereafter be adopted by the Authority, the City of Wichita, Kansas, or the

Transportation Security Administration, in respect to the operation of the Airport; and shall also be subject to any and all applicable laws, statutes, rules, regulations or orders of any governmental authority, federal or state, lawfully exercising authority over the Airport or Operator's operations conducted hereunder.

Authority shall not be liable to Operator for any diminution or deprivation of its contractual rights hereunder on account of the exercise of any such authority as in this section provided, nor shall Operator be entitled to terminate this Agreement by reason thereof unless the exercise of such authority shall so interfere with Operator's exercise of the rights hereunder as to constitute a termination of this Agreement by operation of law in accordance with the laws of the State of Kansas.

Authority shall be held harmless for any and all breaches of Federal Aviation Administration, Transportation Security Administration, or Authority's security rules or regulations caused by the Operator, its agents or employees, except to the extent caused by Authority.

16. Non-discrimination EEO/AAP.

The Operator agrees that it will not discriminate or permit discrimination against any person on the basis of race, color, sex, religion, national origin or ancestry, disability, or age, except where age is a bona fide occupational qualification, in its operations or services being provided at the premises, and its use or occupancy of the premises under this Agreement. The Operator agrees to comply with all applicable provisions of the Civil Rights Act of 1964, as amended; the Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375 and 11141; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Kansas Act Against Discrimination, K.S.A. 44-1000, et seq.; the Code of the City of Wichita Section 2.12.950; and any laws, regulations or amendments as may be promulgated thereunder, including any Ordinance of the City of Wichita, Kansas, presently, existing or hereafter enacted, which pertains to civil rights and equal employment opportunity.

17. FAA Requirements.

Authority and Operator further agree that the requirements of the Federal Aviation Administration set out below are approved by both parties, and if applicable, Operator agrees to comply with all FAA requirements with respect to its operations, use of the Airport and this Agreement.

- (a) The Operator, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained or otherwise operated on said property described in this Agreement for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Operator shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.
- (b) The Operator, for itself and its representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running

with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Operator shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

- (c) The Operator assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Operator assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Operator assures that it will require that its covered suborganizations provide assurances to the Operator that they similarly will undertake affirmative action programs, and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.
- (d) It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958.
- (e) Operator agrees to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable and not unjustly discriminatory prices for each unit or service; PROVIDED, that Operator may make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- (f) Authority reserves the right (but shall not be obligated to Operator) to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Operator in this regard.
- (g) Authority reserves the right further to develop or improve the landing area and all publicly-owned air navigation facilities of the Airport as it sees fit, regardless of the desires or views of Operator, and without interference or hindrance.
- (h) Authority reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent Operator from erecting, or permitting to be erected, any building or other structure on the Airport which, in the opinion of Authority, would limit the usefulness of the Airport or constitute a hazard to aircraft.
- (i) During time of war or national emergency Authority shall have the right to enter into an agreement with the United States Government for military or naval use of part or all of

the landing area, the publicly-owned air navigation facilities and/or other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

- (j) It is understood and agreed that the rights granted by this agreement will not be exercised in such a way as to interfere with or adversely affect the use, operation, maintenance or development of the Airport.
- (k) There is hereby reserved to Authority, its successors and assigns, for the use and benefit of the public, a free and unrestricted right of flight for the passage of aircraft in the air space above the surface of the premises herein conveyed, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation of or flight in the air, using said airspace or landing at, taking off from or operating on or about the Airport.
- (l) This Agreement shall become subordinate to provisions of any existing or future agreement between the Authority and the United States of America or any agency thereof relative to the operation, development or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

18. Modifications for Granting FAA Funds.

In the event that the Federal Aviation Administration requires modifications or changes to this Agreement as a condition precedent to granting of funds for the improvement of the Airport, Operator agrees to consent to such reasonable amendments, modifications, revisions, supplements or deletions of any of the terms, conditions or requirements of this Agreement as may be reasonably required to enable the Authority to obtain said Federal Aviation Administration funds, provided that in no event shall such changes materially impair the rights of Operator hereunder or materially increase its obligations.

19. Airport Security Program.

The Operator must obtain Airport Security Identification Media for its employees, subcontractors, suppliers, agents, and representatives requiring access to the sterile areas, secured air operations area (AOA), and security identification display area (SIDA), or other secured areas as may be identified in the Airport Security Program, and pay any related costs associated with this privileges as set under this Section. Said I.D. Media will be valid as set forth under the Airport Security Program, and must be returned to the Airport Public Safety Division with twenty-four (24) hours after expiration or suspension, and/or termination of this Agreement. Said I.D. Media will be valid for no longer than the period of this Agreement.

Operator covenants that it will at all times maintain the integrity of the Airport Security Program and comply with all applicable provisions of 49 CFR Parts 1500, 1544, 1546, 1548, and 1550 as promulgated, and that it will always maintain the security of the Airport, premises, and/or any AOA access which Operator maintains. Operator hereby agrees that it shall also be responsible for conducting and verifying any and all required background checks and for I.D. Media for any and all of its employees, subcontractors, suppliers, agents, and/or representatives. Operator also hereby agrees that it shall be responsible for any and all of the actions of its employees, subcontractors, suppliers, agents, and/or representatives

and shall provide any and all necessary escorts, as outlined in the Airport Security Program. Operator hereby agrees that it will immediately implement any and all security changes that are directed either directly or indirectly by the Transportation Security Administration (TSA), Federal Aviation Administration (FAA), or Authority.

Should Operator, its employees, subcontractors, suppliers, agents, and/or representatives cause any security violations, and should the Authority be cited for a civil fine or penalty for such security violation, Operator agrees to reimburse the Authority for any monetary civil fine or penalty, which may be imposed on the Authority by the TSA, however, nothing herein shall prevent the Operator from contesting the legality, validity or application of such fine or penalty to the full extent Operator may be lawfully entitled. Operator will have I.D. Media/access privileges immediately suspended and/or revoked by the Authority for failure to adhere to the Airport Security Program or for failure to return all I.D. Media within the time frames specified herein. Such actions may also result in the termination of this Agreement, at the sole discretion of the Authority, if such failure by Operator is not cured by Operator within thirty (30) days after receiving notice from Authority of such failure.

In accordance with the Airport Security Program, Operator must obtain Airport Security Identification Media and fingerprinting (if required) for their eligible employees, subcontractors, suppliers, agents, and/or representatives.

20. Indemnity.

Operator shall protect, defend and hold Authority and the City of Wichita and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suits, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the Operator's use or occupancy of the premises or the acts or omissions of Operator's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligent acts or omissions of the City of Wichita or Authority's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur. The Authority shall give to Operator reasonable notice of any such claim or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

Authority shall protect, defend and hold Operator and its officers, agents and employees completely harmless from and against any and all liabilities, losses, suites, claims, judgments, fines or demands arising by reason of injury or death of any person or damage to any property, including all reasonable costs for investigation and defense thereof (including but not limited to attorney fees, court cost and expert fees), of any nature whatsoever arising out of or incident to this Agreement and/or the Authority's operation of the Airport or the acts or omissions of Authority's officers, agents, employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur, except to the extent such injury, death or damage is caused by the negligent acts or omissions of Operator's officers, agents employees, contractors, subcontractors, or licensees, regardless of where the injury, death or damage may occur. The Operator shall give to Authority reasonable notice

of any such claim or actions. The provisions of this section shall survive the expiration or early termination of this Agreement.

21. Authority's Right to Develop Airport.

Authority reserves the right to further develop or improve the Airport and all landing areas and taxiways as it may see fit, regardless of the desires or views of Operator and without interference or hindrance.

- (a) Operator acknowledges that the Authority is seeking governmental approvals for the expansion of the Airport. Operator agrees to cooperate with Authority in connection with Authority's efforts to obtain such approvals. From and after the date of execution of this Agreement, Operator agrees (i) to support the Authority's efforts to obtain such approvals; and (ii) to execute any document(s) or instrument(s) reasonably requested by Authority in order to assist Authority in obtaining such approvals, provided that Operator shall not be required to bear any expense in connection therewith and the Operator shall not be deemed an agent of the Authority as a result of any such signature.
- (b) This Agreement shall vest in Operator no right, title or interest whatsoever in or to any of the Authority's lands or any adjacent lands or roadways, other than the right of using the same for the purpose of this Agreement and upon the terms and conditions set forth.

22. Construction Inconvenience.

Operator agrees that from time to time during the Term, Authority shall have the right to initiate Airport construction, including but not limited to terminal facilities, roadways, parking areas for aircraft and ground vehicles, runways, and taxiway areas. Operator agrees that it shall not hold Authority, including its officers, agents, employees and representatives, liable for damages, of any nature whatsoever to it due to the Airport construction. Operator shall hold Authority harmless for all damages arising out of or caused by inconveniences and/or interruptions of its activities at the Airport, and personal injury, including death, and property damage due to the Airport constructions. Operator's waiver of its rights to make claims for damages include claims based on Authority's negligence or intentional conduct and is made voluntarily.

23. Environmental.

- (a) The Operator hereby covenants that it will not cause or permit any Hazardous Substances to be placed, held, located, or disposed of, on, under or at the Airport, other than in the ordinary course of business and in compliance with all applicable laws.
- (b) In furtherance and not in limitation of any indemnity elsewhere provided in this Agreement to the Authority, the Operator hereby agrees to indemnify and hold harmless the Authority and the City of Wichita from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Authority or the City of Wichita by any person or entity for or arising out of the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release on the Airport during any term of this lease of any Substance (hazardous or otherwise)

regulated by any applicable statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning, any Hazardous Substance (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws), if such presence, escape, seepage, leakage, spillage, discharge, emission was caused by the Operator, or persons within the control of the Operator, its officers, employees, agents, contractors, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or located on the Airport by, the Operator (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release).

- (c) If, during the term of this Agreement, the Operator receives any notice of (i) the happening of any event involving the use (other than in the ordinary course of business and in compliance with all applicable laws), spill, release, leak, seepage, discharge or cleanup of any Substance (hazardous or otherwise) on the Airport or in connection with the Operator's operations thereon or (ii) any complaint, order, citation or notice with regard to air emissions, water discharges, or any other environmental, health, or safety matter affecting the Operator from any persons or entity (including, without limitation, the United States Environmental Protection Agency (the "EPA") or the Kansas Department of Health and Environment ("KDHE")), the Operator shall immediately notify the Authority in writing of said notice.
- (d) The Authority shall have the right, but not the obligation, and without limitation of the Authority's other rights under this Agreement, to take such action(s) as deemed necessary or advisable to inspect, clean up, remove, resolve or minimize the impact of, or to otherwise deal with, any Substance (hazardous or otherwise) or environmental complaint following receipt of any notice from any person, including, without limitation, the EPA or KDHE, asserting the existence of any Substance (hazardous or otherwise) or an environmental complaint pertaining to the Airport or any part thereof which, if true, could result in an order, suit or other action against the Operator and/or which, in the reasonable judgment of the Authority, could jeopardize its interests under this Agreement. If such conditions are caused by circumstances within the control of the Operator or if such circumstances result from a Substance (hazardous or otherwise) owned by, or located on the Airport by, the Operator (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release) all reasonable costs and expenses incurred by the Authority in the exercise of any such rights shall be payable by the Operator, within 15 days of written demand by Landlord.
- (e) In the event the Operator should receive an environmental notice of non-compliance from any Federal, State and/or local entity, the Operator shall cease its operation on Airport and at Operator's expense conduct an independent environmental audit of its Airport operations. Airport operations will not continue until the matter of non-compliance is remedied and the environmental non-compliance issues cease to exist.
- (f) Subject to any limitations or restrictions imposed by the Kansas Budget Law or Cash Basis Law, the Authority hereby agrees to indemnify and hold harmless the Operator

from and against any and all losses, liabilities, including strict liability, damages, injuries, expenses, including reasonable attorneys' fees, costs of any settlement or judgment and claims of any and every kind whatsoever paid, incurred or suffered by, or asserted against, the Operator by any person or entity for, arising out of, the presence on or under, or the escape, seepage, leakage, spillage, discharge, emission, discharging or release from the Airport during the term of this Agreement and the period prior to the term of this Agreement of any Substance (hazardous or otherwise) (including, without limitation, any losses, liabilities, reasonable attorneys' fees, costs of any settlement or judgment or claims asserted or arising under the Comprehensive Environmental Response, Compensation and Liability Act, any federal, state or local so-called "Superfund" or "Super lien" laws, or any other applicable statute, law, ordinance, code, rule, regulation, order of decree regulating, relating to or imposing liability, including strict liability, or standards of conduct concerning any Hazardous Substance) unless such presence, escape, seepage, leakage, spillage, discharge, emission or release was caused by the Operator, or persons within the control of the Operator, its officers, employees, agents, invitees and/or licensees, or if such Substance (hazardous or otherwise) was owned by, or placed upon the Airport by, the Operator (without regard to the actual cause of any escape, seepage, leakage, spillage, discharge, emission or release except to the extent such was caused by the Authority).

Environmental compliance shall not be limited to those items noted within this lease but shall include any current or future federal, state, or local law, statute or regulation, that may be required of Operator's operation (storage or use of Substances (hazardous or otherwise), activities of Operator's employees or contracted vendor's etc.). Tenant shall provide Authority upon request copies of any plan, training program, training records, material safety data sheet or any other documentation required by said laws.

(g) The provisions of this article shall survive the termination of this Agreement.

24. Notices.

Notices to Authority provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

The Wichita Airport Authority
2173 Air Cargo Road
Wichita, Kansas 67277-0130

Notices to Operator provided for herein shall be sufficient if sent by registered or certified mail, postage prepaid, addressed to:

Sullivan Aircraft Services LLC
6531 W. Juno
Wichita, Kansas 67215

ATTN: Robert Sullivan

or to such other respective addresses as the parties may designate in writing from time to

time.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:	THE WICHITA AIRPORT AUTHORITY WICHITA, KANSAS
By _____ Karen Sublett, City Clerk	By _____ Carl Brewer, President "AUTHORITY"

By _____
Victor D. White, Director of Airports

ATTEST:	SULLIVAN AIRCRAFT SERVICES, LLC
By _____	By _____
Title _____	Title _____ "OPERATOR"

APPROVED AS TO FORM: _____ Date: _____
Director of Law

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL APRIL 19, 2011**

- a. Stormwater Sewer #656 to serve North Elementary School Addition (north of 29th Street North, east of Seneca) (468-84678/751492/485383) Traffic to be maintained using flagpersons and barricades. (District VI) - \$277,950.00
- b. 2011 Contract Maintenance Hot In-Place Repaving (north of 63rd Street South, east of 135th Street West) (472-84968/132724/636246/620570/133116/) Traffic to be maintained during construction using flagpersons and barricades. (District II, III, V, VI) - \$929,200.00
- c. Storm Water Sewer 552 Replat of Part of Spencer Gardens Addition (south of Pawnee, west of Oliver) (468-83274/751495/485386) Does not affect existing traffic. (District III) - \$69,010.00

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Lynard Skynard and ZZ Top)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Lynard Skynard and ZZ Top May 12, 2011 7:00 am – May 13, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Avenged Sevenfold)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Avenged Sevenfold May 14, 2011 7:00 am – May 15, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Tim McGraw)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Tim McGraw May 19, 2011 7:00 am – May 20, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Intrust Bank Arena (Josh Groban)
(District I)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following street closure requests have been submitted:

Josh Groban May 21, 2011 7:00 am – May 22, 2011 2:00 am

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during the entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita
City Council Meeting
April 22, 2011

TO: Mayor and City Council

SUBJECT: Community Events – Orpheum Outdoor Concert Series
(District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Adam Hartke, Orpheum Performing Arts Center is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure request has been submitted:

Orpheum Outdoor Concert Series July 6, 2011 12:00 am – July 7, 2011 2:00 am

- First Street, Broadway Avenue to Topeka Street.
- Topeka Street, Second Street to Topeka Street.

The event promoter will arrange to remove the blockades as necessary to allow business owners and emergency vehicle access during entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Community Events – 15th Annual Wesley Senior 5K
(District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the request for temporary street closures.

Background: In accordance with the Community Events procedure, the event promoter Clark Ensz, Clark Ensz, Inc. is coordinating with City of Wichita staff, subject to final approval by the City Council.

Analysis: The following temporary street closure request has been submitted:

15th Annual Wesley Senior 5K May 25, 2011 6:30 pm – 8:00 pm

- Murdock Street, entrance of Botanica the Wichita Gardens to Sim Park Drive.
- Sim Park Drive, Murdock Street to entrance of Old Cowtown Museum.

The event promoter will arrange to remove the blockades as necessary to allow emergency vehicle access during entire designated time period. The blockades will be removed immediately upon completion of the event.

Financial Consideration: The event promoter is responsible for all costs associated with the special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: None.

Recommendation/Actions: It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Relocation of a Gas Line in Greenwich Road, Harry to Kellogg
(District II)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

.....

Recommendation: Authorize the payment of gas line relocation.

Background: On September 15, 2009, the City Council approved a project to improve Greenwich, between Harry and Kellogg. A portion of the necessary work required relocation of a 420 feet section of a Kansas Gas Service line located on the west side of Greenwich. As a result of the gas line having been located in a private easement, it is the responsibility of the City of Wichita to pay for this relocation.

Analysis: The cost to relocate this gas line is \$12,085. An invoice for this work has been received; the cost and completed work have been both reviewed and accepted by City staff. An agreement has been prepared to authorize this expenditure.

Financial Considerations: Funds are available in the project to provide for utility relocation costs. The funding source is General Obligation bonds.

Goal Impact: This utility relocation addresses the Efficient Infrastructure goal by improving a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council approve the agreement and authorize the necessary signatures.

Attachments: Relocation agreement and invoice.

Company & Cost Center 051.3721

Tax Code 087.006

Work Order # 051.054.055.010311.137600

KANSAS GAS SERVICE COMPANY CONTRACT FOR THE RELOCATION OF NATURAL GAS FACILITIES

THIS AGREEMENT made and entered into this 16th day of November, 2010, by and between City of Wichita, KS, hereinafter referred to as "Applicant" and Kansas Gas Service Company, a division of ONEOK, Inc., hereinafter referred to as "Company".

WITNESSETH:

The parties agree as follows:

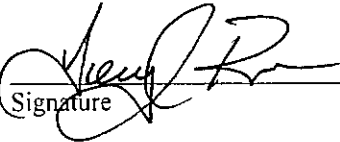
- (1) Company is a public utility engaged in the distribution of natural gas in and about Wichita, Kansas.
- (2) Applicant has requested Company to relocate its present gas main to accommodate a new bridge that is under construction on Greenwich Rd. south of Lincoln St..
- (3)(a) In order to compensate Company for the cost to construct such relocation, Applicant has contributed the sum of \$ 15,000.00 to Company, and Company agrees to construct the requested relocation as described in attached map. It shall be understood that such contribution is based on estimated costs. Company reserves the right to modify such contribution after actual costs become known. The term "estimated cost" as used herein will be the estimated cost for materials, labor and work related equipment required, plus Company's related overheads.
- (b) Following the completion of the relocation work, Company will determine the actual cost of the construction expenses. Company will thereafter apply the payment previously received against said actual cost and shall bill Applicant for the actual cost less payment previously paid. Applicant agrees to pay Company within sixty (60) days of mailing the amount of such final bill submitted herein.
- (c) If the actual cost of construction activity required is less than the payment made thereon by Applicant, Company agrees to refund to Applicant within sixty (60) days of such finalized costs, that amount by which the payment exceeds said actual cost.
- (4) It is expressly understood and agreed between the parties that the above-described relocation shall be the absolute property of Company free of any liens, claims, or equity of Applicant.
- (5) Company and Applicant agree that they may execute other Agreements regarding the facilities described above. The parties agree that the terms of this contract and the other Agreements shall be enforceable in accordance with their own terms.

IN WITNESSETH WHEREOF, the parties have executed this Agreement as of the day and the year first above written.

KANSAS GAS SERVICE COMPANY
A DIVISION OF ONEOK, INC.

Teryl Rose

TERYL ROSE
Name (please print)


Signature

V.P. Western Region, Kansas Gas Service
VCCB - PRESIDENT
Title

*Approved as to form:
Gay Elkhartstuf / 9/11/11*

address

City, State Zip

Name (please print)

Signature

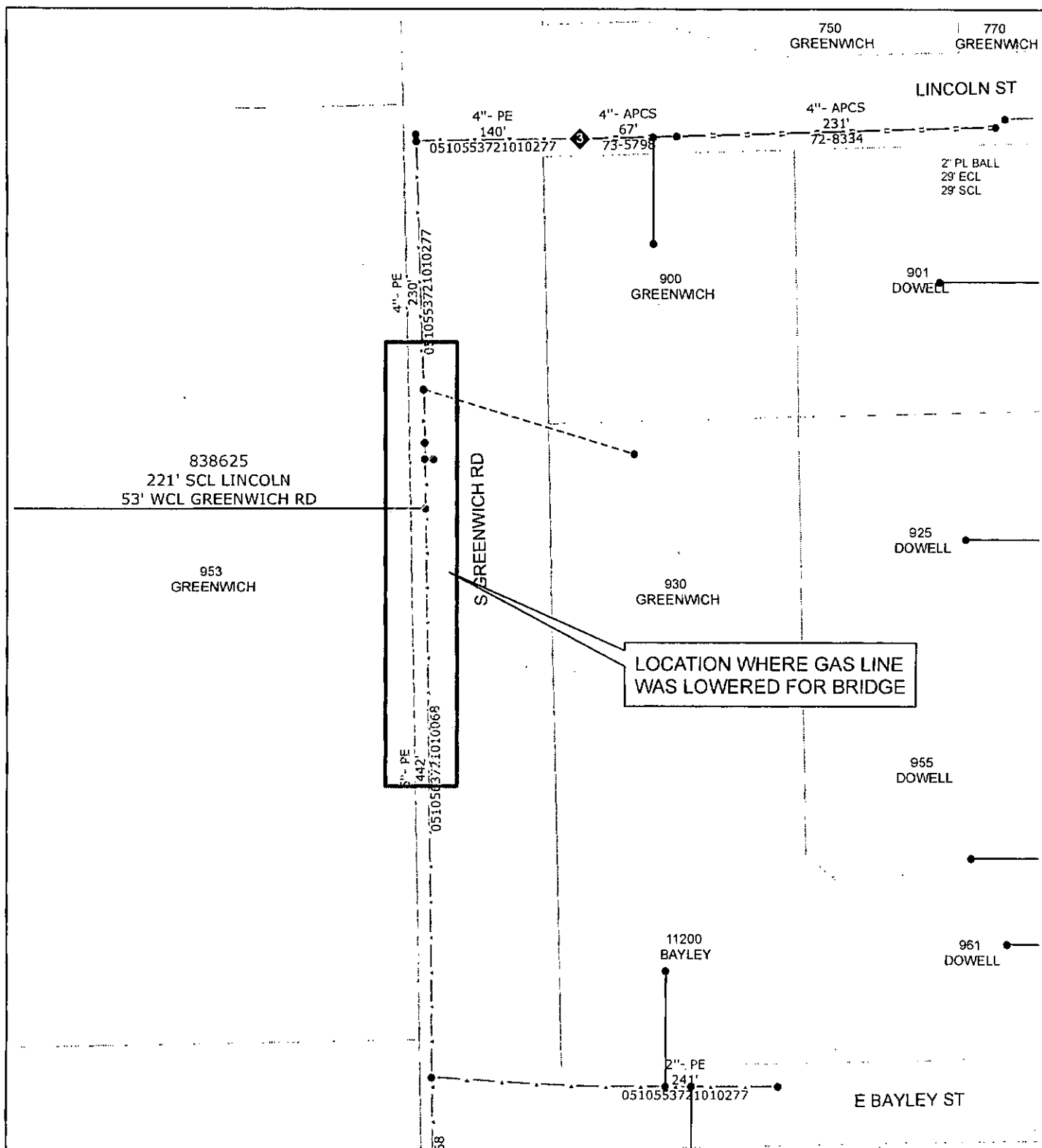
Title


BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk



 KANSAS GAS SERVICE <small>A DIVISION OF ONEOK</small>	Title:		
	Legal: T27S R02E S27		Coordinates x, y: 2158996, 13683743
	Town:		Service Group: WICHITA
	Scale: 1"=100'	By: oke03099	Date: 11/16/2010

CITY OF WICHITA
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of 2725 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 2725 East 13th Street is improved with a single-family residence. The proposed project impacts the improvements thereby, it is necessary to acquire the property in its entirety. The 1,276 square foot house with detached garage will be razed and the remnant land will be used as green space. As the occupant, the property owner is eligible for relocation and reestablishment benefits.

Analysis: The owner rejected the appraised offer of \$58,000, or \$45.45 per square foot. The seller originally countered at \$112,490 based on the summation of costs of repairs and improvements since the property was acquired in 1988. Through negotiation, the owner agreed to a price of \$81,000. This amount is comprised of \$70,000 for the residence (or \$55 per square foot) and \$11,000, the amount the owner is eligible for as a reestablishment benefit. The increase in the cost per square foot is representative of comparable properties. The City will be financially responsible for the moving payment at the time the owner relocates to a replacement property. This cost is estimated not to exceed \$5,000.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$97,000 is requested. This includes \$81,000 for the acquisition, \$5,000 as a relocation benefit, \$10,000 for demolition and, \$1,000 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the Real Estate Purchase Agreement; 2) Approve the budget; and 3) Authorize the necessary signatures.

Attachments: Real Estate Purchase Agreement, tract map and aerial map.

PROJECT: 13th Street North DATE: September 13, 2010
COUNTY: Sedgwick TRACT NO. 0040

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED**

THIS AGREEMENT Made and entered into this _____ day of _____, 2011, by
and between

Harold L. Price and Leaner M. Price, husband and wife

2725 E. 13th North St. Wichita KS 67214

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

The parties hereto further agree that this agreement is inclusive of any and all amounts due seller under KSA 26-518 including but not limited to the Replacement Housing payment; , excepting the moving costs of personal property which will be based on actual costs by professional mover.

It is further agreed subject will vacate within thirty days after closing. Any personal property remaining will be considered abandoned

Approximately 7,500 Sq. Ft. for Right of Way
Damages including but not limited to all
improvements and real property of the
landowner:

\$81,000.00

TOTAL: \$81,000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By:

Harold L. Price

By:

Leaner M. Price

THE CITY OF WICHITA

ATTEST:

By:

Carl Brewer, Mayor

By:

Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

NORTHEAST GROUP, INC.

If mortgage or other liens, show names of holders:

Property Tax 4 years in the arrears

REMARKS:

PIN/APN Tax Key C02876

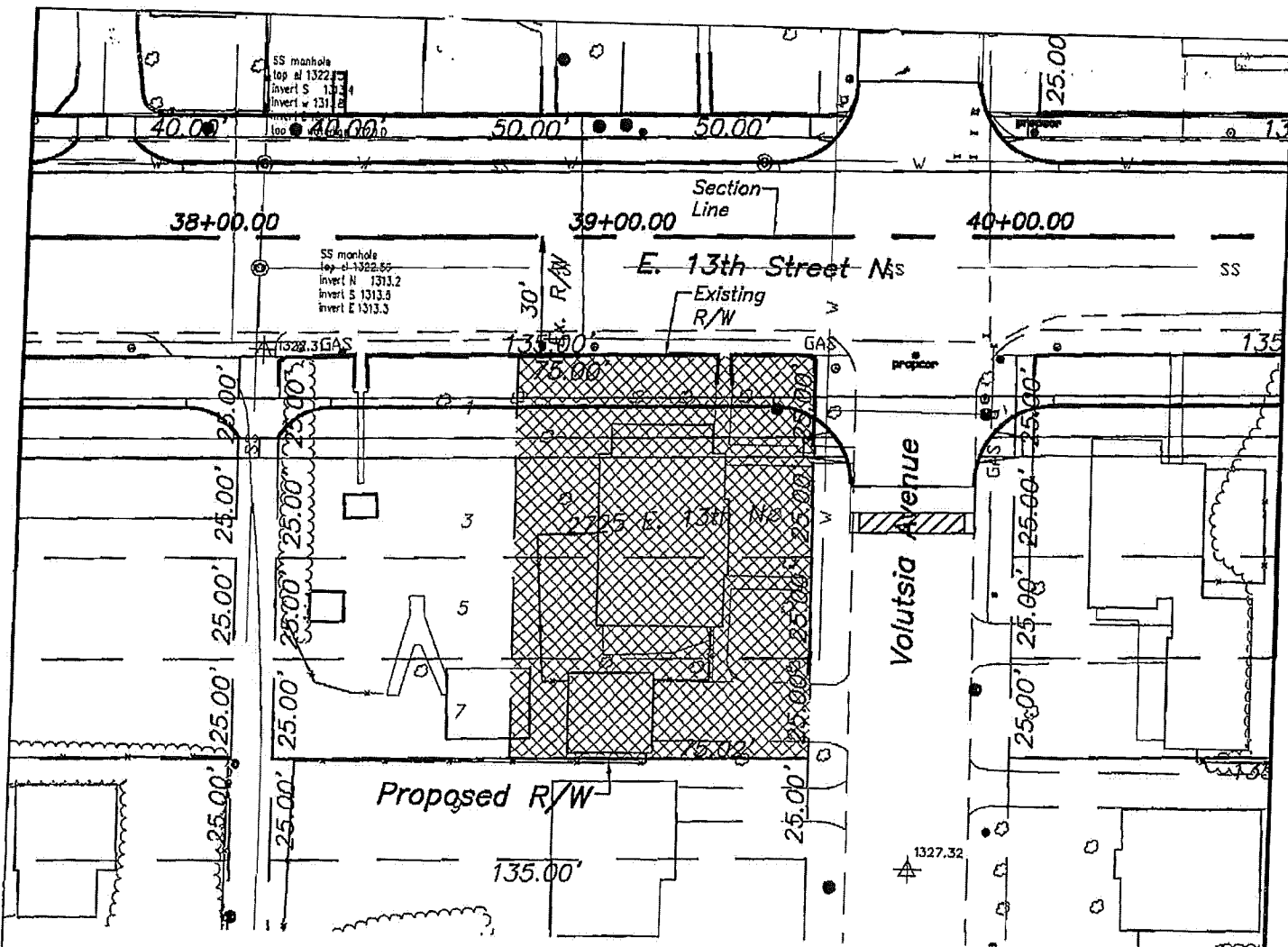
Security Title File Number

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

, Project Manager



PROPOSED R/W ACQ. LEGAL:

Parts of Lots 1, 3, 5, & 7, on Academy Avenue (now Volutsia Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows.

All of the East 75 feet of Lots 1, 3, 5, & 7, on Academy Avenue (now Volutsia Avenue) in Fairmount Park Addition.

TAX KEY #: C02876

R/W ACQUISITION SIZE: 7,500 sq. ft.



PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP

HAROLD & LEANOR PRICE
SEC 15-T27-R1E



SCALE: 1" = 40'

Tract No. 40

2717 and 2725 East 13th Street North



Printed: 4/6/2011 4:51:36 PM

Created By GeoSmart.net

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

CITY OF WICHITA
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Acquisition of 2717 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. With the exception of a single-car garage, the improvements at 2717 East 13th Street had been razed prior to the start of the project. As a result of the project, the north 25 feet of the property is required to accommodate the widening of the road corridor. The property is in the same ownership as 2725 East 13th Street and therefore, the City is seeking to acquire the lot in its entirety.

Analysis: The owner rejected the appraised offer of \$2,700, or \$0.45 per square foot. The appraiser had not allowed compensation for the single-car garage whereas Sedgwick County lists the value of the improvements at \$7,300. The total County value is \$9,920 however; the owner has agreed to accept \$9,000 for the lot. This amount is comprised of \$0.45 per square foot for the land and \$6,300 for the improvements.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$10,000 is requested. This includes \$9,000 for the acquisition and \$1,000 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the Real Estate Purchase Agreement; 2) Approve the budget; and 3) Authorize the necessary signatures.

Attachments: Real Estate Purchase Agreement, tract map and aerial map.

PROJECT: 13th Street North DATE: August 25, 2010
COUNTY: Sedgwick TRACT NO.: 38

THE CITY OF WICHITA, KANSAS

CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED

THIS AGREEMENT Made and entered into this _____ day of _____, 2011, by and between

Harold L. Price and Leaner M. Price, husband and wife
2725 E. 13th St. N Wichita KS 67214
Telephone 316.685.8635
(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 6000 Sq. Ft. for Right of Way
Damages including but not limited to all
improvements and real property of the
landowner:

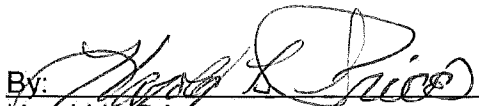
\$ 9,000.00

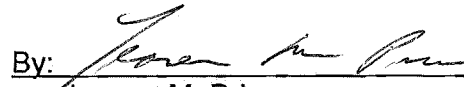
TOTAL: \$ 9000.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: 
Harold L. Price

By: 
Leaner M. Price

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Harold L. Price

If mortgage or other liens, show names of holders:

N/A

REMARKS:

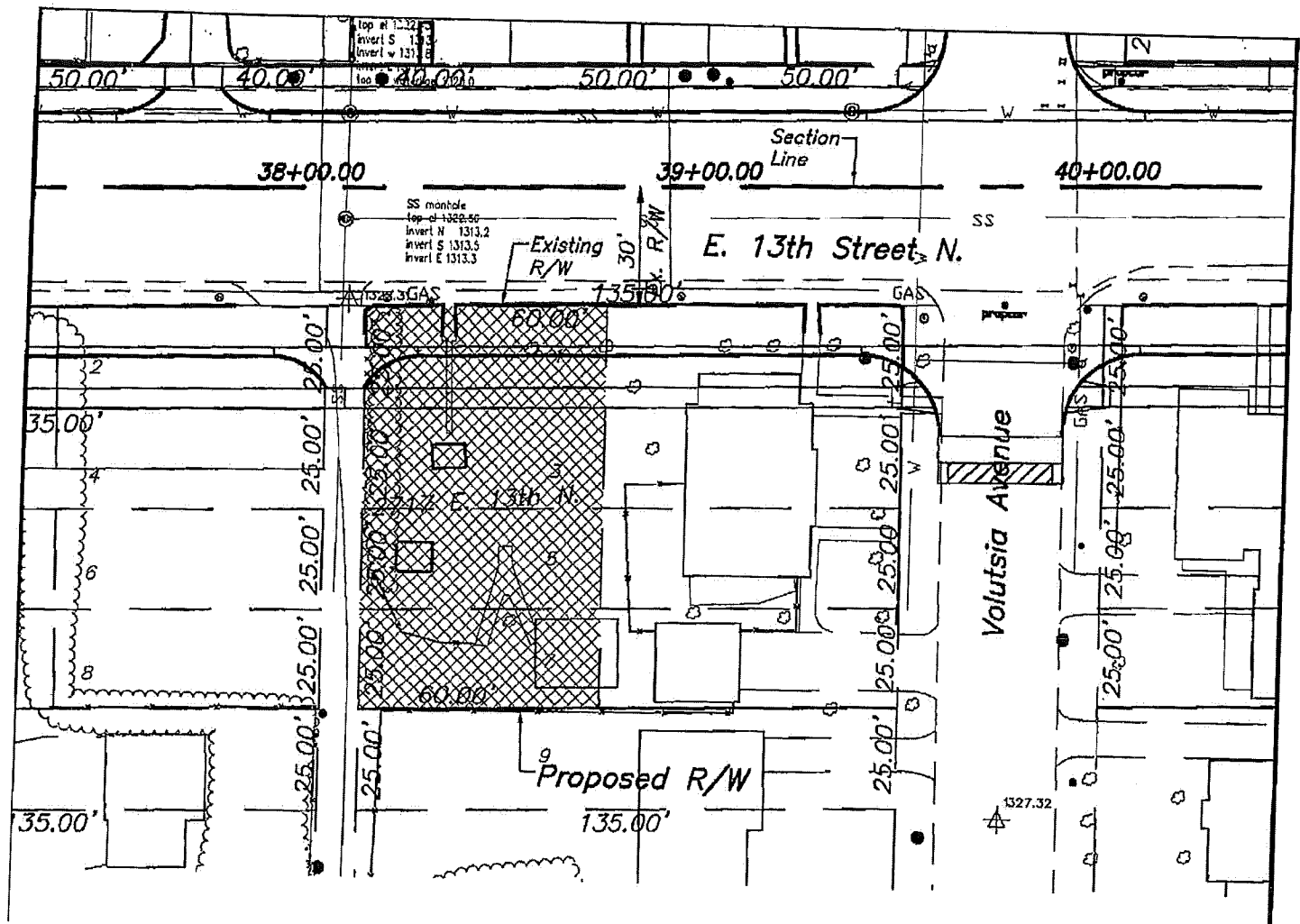
PIN/APN C 02877
Security Title File Number

APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

, Project Manager



PROPOSED R/W ACQ. LEGAL:

Parts of Lots 1, 3, 5, & 7, on Academy Avenue (now Volutsia Avenue) in Fairmount Park Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows.

All of the West 60 feet of lots 1, 3, 5, & 7, on Academy Avenue (now Volutsia Avenue) in Fairmount Park Addition.

TAX KEY #: C02877

R/W ACQUISITION SIZE: 6,000 sq. ft.

XXXXX PROPOSED R/W ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP
HAROLD & LEANOR PRICE
SEC 15-T27-R1E



SCALE: 1" = 40'

Tract No. 38

12

2702

2712

2716

2720

5649B

2730

1410

2804

280

E 13TH ST

533

2715

2717

2725

2705

2703

1342

1336

1334

5648A

1347

1343

1339

1344

1340

N VOLUSIA AVE

0 20 40 80ft

Printed: 4/6/2011 4:51:36 PM

Powered By GeoSmart.net

CITY OF WICHITA GIS

307

CITY OF WICHITA
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Partial Acquisition of 4601 East 13th Street for the East 13th Street, Hydraulic to Oliver Road Improvement Project (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On November 6, 2007, the City Council approved the design concept and proposed Public Works project to widen East 13th Street North from Hydraulic to Oliver. The project will require the acquisition of all or part of 79 tracts. The road corridor improvements include adding a center turn lane, relocating the sidewalks away from the back of the curb, improving the storm sewer system and landscaping. The property at 4601 East 13th Street is zoned for commercial use and improved with a retail building. From this property, it is necessary to acquire the north 12 feet to accommodate the road project. A 13 foot wide strip of land adjacent to the proposed right-of-way is required during construction as a temporary easement. The proposed acquisition area consists of 1,635 feet and the temporary easement area consists of 1,772 square feet. There is landscaping, two light poles, a business advertising sign and, one small business sign within the proposed right-of-way. Three parking spaces will be lost as a result of the relocation of light poles and business signs. The signs and poles will be reset by the property owner.

Analysis: The owner rejected the appraised offer of \$15,500 which was comprised of \$6 per square foot for the land; \$0.42 per square foot for the temporary easement; and, \$4,938 as damages for the loss of parking and loss of landscaping. Through negotiation, the owner has agreed to accept \$21,623. This amount is comprised of \$15,941 for the land, or \$9.75 per square foot; \$744 for the temporary easement, or \$0.42 per square foot; \$4,938 as compensation for the loss of parking; and, \$13,181 for the relocation of the signs and light poles. The \$13,181 is based on estimates from sign companies and was not included in the original appraisal.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$35,804 is requested. This includes \$21,623 for the acquisition, \$13,181 for the light poles and signs, and \$1,000 for title work and other administrative fees.

Goal Impact: The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving the traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the agreement as to form.

Recommendation/Action: It is recommended that the City Council 1) Approve the Real Estate Purchase Agreement; 2) Approve the budget; and 3) Authorize the necessary signatures.

Attachments: Real Estate Purchase Agreement, tract map and aerial map.

PROJECT: 13th Street North Improvement Project **DATE:** August 9, 2010

COUNTY: Sedgwick **TRACT NO.:** 92

THE CITY OF WICHITA, KANSAS

**CONTRACT FOR CONVEYANCE
OF REAL ESTATE BY WARRANTY DEED
AND TEMPORARY EASEMENT**

THIS AGREEMENT Made and entered into this _____ day of _____, 2011, by and between

Melody C. Miller

P.O. Box 4454

Wichita, KS 67204

Tele Phone 3216.744.7516

(Name and Address)

landowner(s), and the City of Wichita of the State of Kansas.

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey fee title to the City of Wichita by Warranty Deed to the following described real estate in the County of Sedgwick, State of Kansas, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Together with a temporary construction easement (3 years) on the following described property

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City of Wichita. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City of Wichita and his or her authorized representatives from any and all costs, liabilities, expenses, suits, judgments, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property and the date of relocation. In no event will the landowner(s) be required to move until the City becomes legally entitled to the property.

The City of Wichita agrees to purchase the above described real estate, and to pay therefore, the following amount within sixty days after the warranty deed conveying said property free of encumbrance has been delivered.

Approximately 1,635 Sq. Ft. for Right of Way
Damages including but not limited to all
improvements and real property of the
landowner:

\$ 20,879.00

Approximately 1,772 Sq. Ft. for Temporary Easement
Damages including but not limited to all
improvements and real property of the
landowner:

\$ 744.00

TOTAL: \$ 21,623.00

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

IN WITNESS WHEREOF The parties have hereunto signed this agreement the day and year first above written.

LANDOWNERS:

By: Melody C. Miller By: _____
Melody C. Miller

THE CITY OF WICHITA

ATTEST:

By: _____
Carl Brewer, Mayor

By: _____
Karen Sublett, City Clerk

MEMORANDA

Exact and full name of owner, as name appears of record:

Melody C. Miller

If mortgage or other liens, show names of holders:

N/A

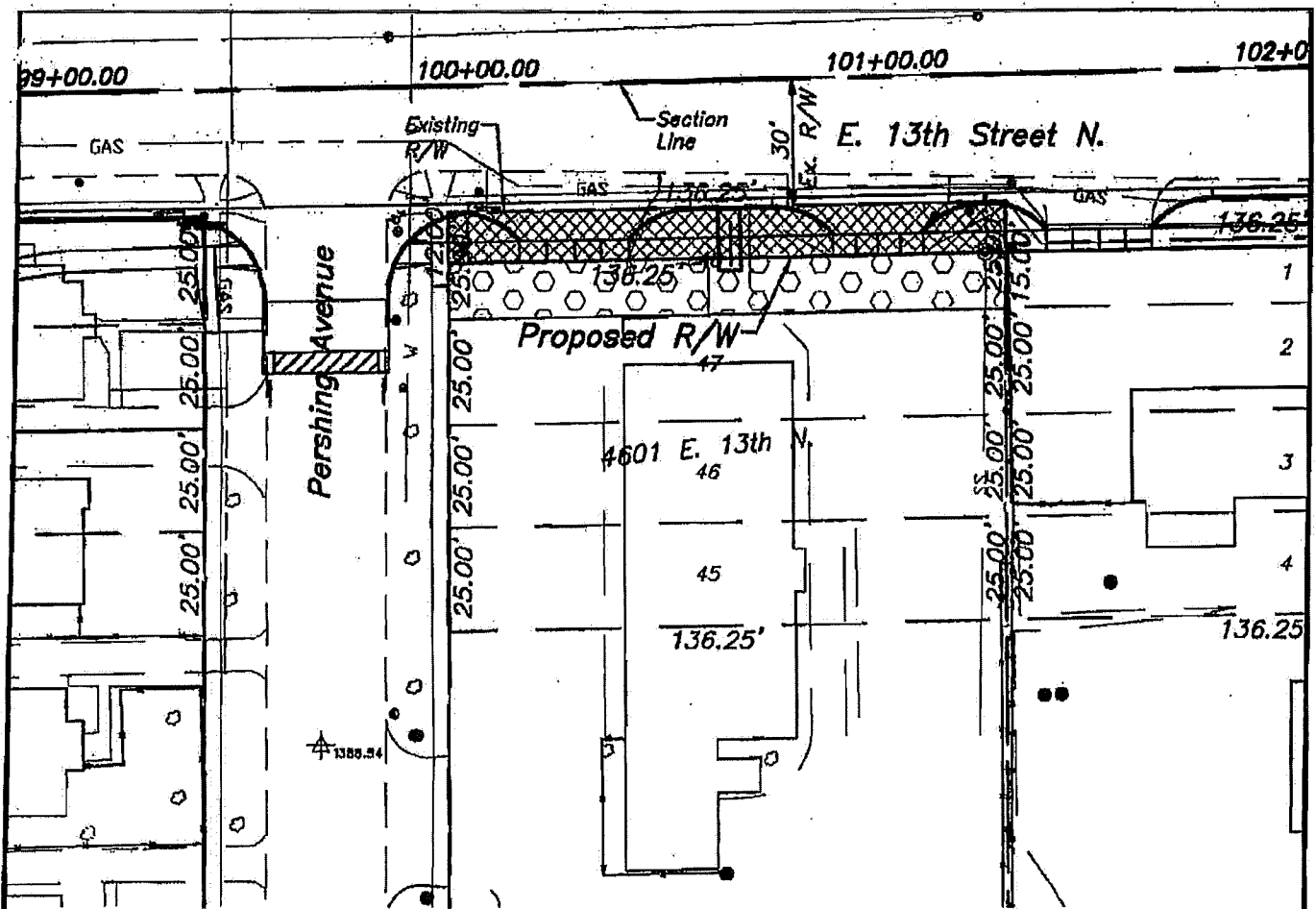
REMARKS:

PIN/APN 126140110200200A
Security Title File Number 2000825
APPROVED TO FORM:

Gary E. Rebenstorf, Director of Law

RECOMMENDED BY:

Joseph J. Vorstenbosch, Project Manager



PROPOSED R/W ACQ. LEGAL:

A tract of land in Lots 47 & 48, Block 2, Country Club Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

All of the north 12.00 feet of said Lot 48, Block 2, as platted in Country Club Heights Addition.

TAX KEY #: C14322, C143210001

R/W ACQUISITION SIZE: 1,635 sq. ft.



PROPOSED R/W ACQUISITION

New Back of Curb to
New R/W = 11.5'

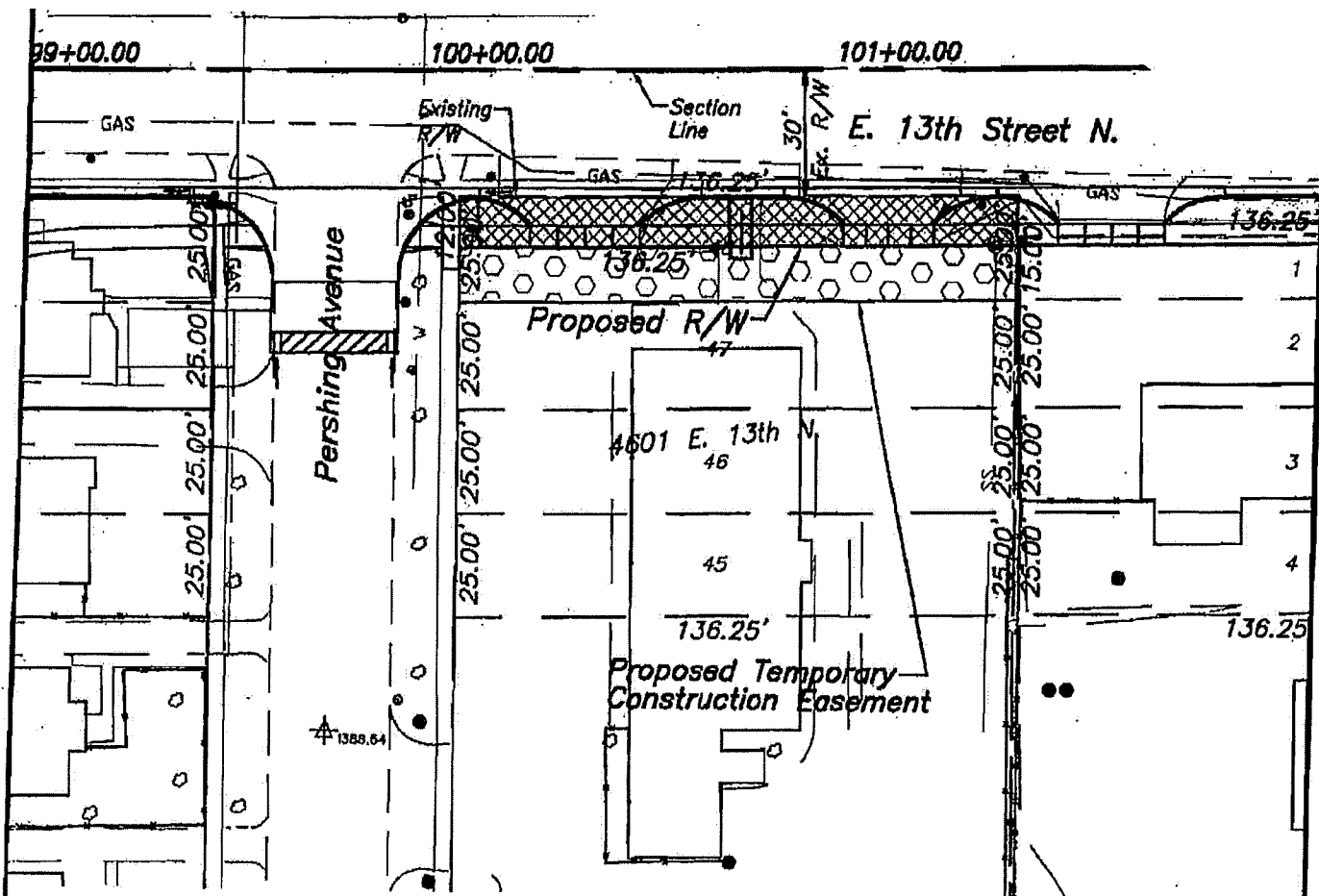
Old Back of Curb to
New R/W = 17.8'

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP

LARRY & MELODY MILLER
SEC 14-T27-R1E

SCALE: 1" = 40'

Tract No. 92



PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQ. LEGAL:

A tract of land in Lots 47 & 48, Block 2, Country Club Heights Addition, an addition to Wichita, Sedgwick County, Kansas, more particularly described as follows:

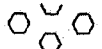
All of Lot 48, Block 2, except the north 12.00 feet thereof, as platted in Country Club Heights Addition.

TAX KEY #: C14322, C143210001



R/W ACQUISITION

TEMPORARY CONSTRUCTION EASEMENT ACQUISITION SIZE: 1,772 sq. ft.



PROPOSED TEMPORARY CONSTRUCTION EASEMENT ACQUISITION

13th STREET
HYDRAULIC AVENUE TO OLIVER
TRACT MAP

LARRY & MELODY MILLER
SEC 14-T27-R1E



SCALE: 1" = 40'

Tract No. 92

4601 E 13th Street



Printed: 4/6/2014 4:54:28 PM

Powered By: [Map.net](#)

Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**CONTRACTS & AGREEMENTS
BLANKET PURCHASE ORDERS RENEWAL OPTIONS
MARCH 2011**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Batteries, Automotive and Commercial	3/31/2012	Allied Energy and Battery, Inc.	Various	4/6/2010 - 3/31/2011	1 - 1 year option
Bauer Breathing Air Compressors, Charging Stations and Air Quality Testing Services (Service & Maintenance)	3/31/2012	Breathing Air Services, Inc.	Fire	3/10/2010 - 3/10/2011	1 - 1 year option
Furniture, Herman Miller Office Systems	3/31/2012	John A. Marshall Co.	Finance	6/12/2003 - 6/11/2006	Annual basis
Guard Service for the Wichita Intervention Program	3/31/2012	Smart Security and Investigations, Inc.	Municipal Court	3/24/2009 - 3/23/2010	2 - 1 year options
Intervention Program Facility (Wichita)	3/31/2012	BWAC, LLC dba Best Western Airport Inn and Conference Center	Municipal Court	4/7/2009 - 3/31/2010	2 - 1 year options
Magnetic Resonance Imaging (MRI) Services	3/31/2012	Heartland Open MRI, LLC dba AMI Allied Medical Imaging	Finance	4/1/2008 - 3/31/2009	1 - 1 year option
Medical Bill Review Services	3/31/2012	CorVel Corporation	Finance	4/1/2008 - 3/31/2009	1 - 1 year option
NPDES Storm Event Sampling (Providing)	3/31/2012	Integrated Solutions Inc. DBA ISI Environmental Services (ISI)	Public Works & Utilities	4/1/2009 - 3/31/2011	2 - 1 year options
Paper Shredding, Security	3/31/2012	Cintas Corporation	Various	8/1/2009 - 3/31/2010	2 - 1 year option
Public Arts Maintenance Project	3/31/2012	Gotta Corporation	City Manager	4/21/2009 - 3/31/2010	2 - 1 year options
Rags, Wiping	3/31/2012	Champ Wiping Rag Co., Inc.	Various	4/1/2010 - 3/31/2011	1 - 1 year option
Security Services - Downtown Transit Center	3/31/2012	Vend-Tech Enterprise LLC	Transit	4/1/2010 - 3/31/2011	1 - 1 year option
Swimming Apparel (Staff)	3/31/2011	D&J Sports of Wichita, L.L.C.	Parks & Recreation	4/1/2010 - 3/31/2011	2 - 1 year options

**PROFESSIONAL CONTRACTS UNDER \$25,000
MARCH 2011**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
MKEC Engineering Consultants Inc.	PO130217	Engineering Consulting	21,680.00		
Ruggles & Bohm PA	PO130244	Engineering Consulting	5,200.00		
Baughman Co.	PO130246	Engineering Consulting	17,000.00		
MKEC Engineering Consultants Inc.	PO130247	Engineering Consulting	5,815.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000
DIRECT PURCHASE ORDERS FOR MARCH 2011**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
SEN Inc.	DP130219	Software Maintenance/Support	\$140,568.22		
Ventyx Inc.	DP130229	Software Maintenance/Support	\$133,198.00		
Environmental Systems Research	DP130260	Software Maintenance/Support	\$26,778.06		

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Purchase Option (Royal Caribbean Cruises Ltd.) (District IV)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Adopt the resolution.

Background: On November 18, 1997, City Council approved the issuance of Industrial Revenue Bonds (“IRBs”) in the amount of \$6 million to finance the construction of the Royal Caribbean Cruises reservation call center facility located at 4729 South Palisade in southwest Wichita. Royal Caribbean made final payment on the 1997 bonds in April 2009 and the City Council conveyed ownership of the 1997 project to Royal Caribbean.

On November 21, 2000, the City Council approved the issuance of additional IRBs in the amount of \$19,800,000, along with a 100% five-plus-five-year property tax exemption, to finance an expansion of the current Wichita facility. Bond proceeds were used to finance the construction and equipping of a two-story, 65,000 sq. ft. office facility adjacent to the call center. These bonds were paid off earlier this year. Under the provisions of the Lease Agreement between Royal Caribbean and the City, the Tenant has the option, if all outstanding bonds and fees have been paid, to purchase the facility from the City of Wichita for the sum of \$1,000. The City received notice from the Tenant of the intention to exercise its purchase option.

Analysis: Under the terms of the Lease, the City is required to convey its interest in the property securing the IRB issue, once Royal Caribbean has paid the purchase price and addressed other considerations under the provisions of the Lease Agreement, including the payment of all outstanding bonds. Royal Caribbean made final payment on the bonds on January 1, 2011.

Financial Considerations: The City has received payment of the \$1,000 purchase option price required by the Lease Agreement. There are no fiscal impacts to the City as a result of the purchase option.

Goal Impact: Economic Vitality and Affordable Living. Cooperating with the Tenant and Trustee on IRB issues is a necessary part of preserving the credibility and integrity of the City’s IRB program for future projects.

Legal Considerations: The City is required to convey the IRB Project property to the Tenant once all the conditions established in the Lease have been met. The City Attorney’s Office has approved as to form the resolution authorizing execution of the Special Warranty Deed and Termination of Lease Agreement and the delivery of such documents.

Recommendations/Actions: It is recommended that the City Council adopt the Resolution approving the Termination of Lease Agreement and Special Warranty Deed to convey the property to Royal Caribbean Cruises and authorize the necessary signatures.

Attachments: Resolution, Special Warranty Deed, Termination of Lease Agreement, Bill of Sale

RESOLUTION NO. 11-082

A RESOLUTION AUTHORIZING THE CITY OF WICHITA, KANSAS, TO CONVEY CERTAIN PROPERTY TO ROYAL CARIBBEAN CRUISES LTD. AND PRESCRIBING THE FORM OF AND AUTHORIZING THE EXECUTION AND DELIVERY OF CERTAIN DOCUMENTS IN CONNECTION THEREWITH.

WHEREAS, the City has previously issued its Industrial Revenue Bonds, Series III, 2000 (the "Bonds"), in the aggregate original principal amount of \$19,800,000, for the purpose of of acquiring, purchasing, constructing and equipping certain parking facilities, and a telephone reservation center in an existing facility located in the City of Wichita, Kansas, such real property, improvements, machinery and equipment being hereinafter referred to as the "Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. 44-818 passed and approved by the governing body of the City on November 28, 2000 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Issuer"), and Royal Caribbean Cruises, Ltd. as lessee (the "Tenant"), entered into a First Supplemental Lease Agreement dated as of December 1, 2000 (the "Lease"), a notice of which was filed of record at Film 2123, Page 0719 in the records of the Sedgwick County Register of Deeds;

WHEREAS, Issuer's interest in the Lease was assigned to Intrust Bank N.A., Wichita, Kansas and any successor trustee pursuant to Assignment of Lease dated December 1, 1997, which was filed of record at Film 2127, Page 1032 in the records of Sedgwick County Register of Deeds, and pursuant to the terms of the Assignment, the Assignment shall be null and void upon full payment of the Bonds;

WHEREAS, the Tenant has paid in full, on January 1, 2011 all of the outstanding Bonds pursuant to terms of the Ordinance, and in accordance with the terms of the Lease, the Basic Term of the Lease expired upon such payment; and

WHEREAS, concurrently upon the payment in full of all of the Bonds, the Lease is declared null and void and the Tenant requests that the City convey title to the Project to Royal Caribbean Cruises Ltd., following payment of the sum of \$1,000 required by Section 16.2(ii) of the Lease;

WHEREAS, the City desires to convey said Project to the Tenant upon satisfaction of the conditions specified herein.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

Section 1. Approval of Conveyance. The conveyance by the City of the real and personal property described in Schedule I attached hereto and incorporated herein by reference (with such technical changes in such description as may be necessary to correct or update it) and confirmation of termination of the Easement in the real property further described in Schedule I is hereby approved, upon the terms and conditions set forth herein.

Section 2. Authorization of Documents. The City hereby authorizes and approves the Termination of Lease Agreement, attached hereto as Exhibit A, and the Bill of Sale, attached hereto as Exhibit B, and Special Warranty Deed attached hereto as Exhibit C in substantially the forms presented to and reviewed by the governing body of the City at this meeting and attached to this Resolution (copies of which documents shall be filed in the records of the City), with such changes therein as shall be approved by the officers of the City executing such documents, such officers' signatures thereon being conclusive evidence of their approval thereof.

Section 3. Execution of Documents. The Mayor is hereby authorized and directed to execute the Termination of Lease Agreement, Special Warranty Deed and the Bill of Sale, and the City Clerk or Deputy City Clerk is hereby authorized and directed to attest to such documents, for and on behalf of the City; provided, however, that delivery of such documents is subject to the terms and conditions contained in Section 4 below.

Section 4. Delivery of Documents. The Mayor, City Clerk, or other appropriate staff of the City are hereby authorized and directed to deliver the Termination of Lease Agreement, the Special Warranty Deed, and the Bill of Sale, conditioned upon the Tenant having made payment of \$1,000, as required by Section 9.2(b)(ii) of the First Supplemental Lease.

Section 5. Further Authority. The Mayor and City Clerk are hereby authorized and directed to execute and deliver such other documents and certificates as may be necessary to transfer the Project, terminate all interest of the City in the Project and carry out the intent of this Resolution.

ADOPTED by the governing body of the City of Wichita, Kansas, this 19th day of April, 2011.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to Form:

Gary E. Rebenstorf, Director of Law

ROYAL CARIBBEAN CRUISES LTD.

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF DECEMBER 1, 2000 AND TO THE LEASE DATED AS OF DECEMBER 1, 2000 BY AND BETWEEN SAID CITY AND ROYAL CARIBBEAN CRUISES LTD.

PROPERTY SUBJECT TO LEASE

(A) The Land:

The 2000 Project Land: The following described real estate located in Sedgwick County, Kansas, to wit:

Lot 4, Rock Island Industrial Park, City of Wichita, Sedgwick County, Kansas.

Said real property constituting the “Land” as referred to in the Lease.

(B) The buildings, improvements, machinery and/or equipment now or hereafter acquired, constructed, reconstructed, remodeled or equipped or installed with the proceeds of any of the Bonds, including but not limited to the following:

The 2000 Project Improvements:

Construction and equipping of a two-story office building of approximately 65,000 square feet located at 4729 South Palisade, Wichita, Kansas and construction of a parking lot located at 4645 South Palisade, Wichita, Kansas.

The property interests described in paragraphs (A) and (B) of this Schedule I, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the Lease, constitute the “Project” as referred to in both the Lease and the Indenture.

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that in consideration of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned, City of Wichita, Kansas, a municipal corporation (the "Grantor"), does grant, sell, transfer and deliver unto Royal Caribbean Cruises Ltd., (the "Grantee"), all of its interest in the following goods and chattels, viz:

All buildings, improvements, fixtures, machinery, equipment, furnishings and other personal property purchased with the proceeds of the City of Wichita, Kansas, Industrial Revenue Bonds, Series III, 2000 (Royal Caribbean Cruises Ltd.) and constituting the "Improvements" pursuant to the terms of a certain First Supplemental Lease dated as of December 1, 2000 by and between the Grantor and Grantee (the "First Supplemental Lease").

To have and to hold, all and singular, the said goods and chattels forever. And the said Grantor hereby covenants with the said Grantee that the interest of Grantor conveyed hereby is free from all encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to the Grantor, (ii) those liens and encumbrances created by the Grantee or to the creation or suffering of which the Grantee has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore leased such property; and (iv) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game, casino-style gambling; and that it will warrant and defend the same against the lawful claims and demands of all persons claiming through the Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the ____ day of _____ 2011.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
)SS:
SEDGWICK COUNTY)

BE IT REMEMBERED, that on this _____ day of _____ 2011, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Carl Brewer, Mayor, and Karen Sublett, City Clerk, who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same on behalf of the City of Wichita, Kansas, as the free act of such City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

EXHIBIT C
SPECIAL WARRANTY DEED

THIS INDENTURE, made this 19th day of April, 2011 by and between the City of Wichita, Kansas, a municipal corporation duly organized and existing under the laws of the State of Kansas and located in Sedgwick County, Kansas (the “Grantor”), and Royal Caribbean Cruises Ltd. (the “Grantee”).

WITNESSETH: That Grantor, in consideration of the sum of One Thousand Dollars (\$1,000) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does by these presents grant, bargain, sell and convey to Grantee, its successors and assigns, all of Grantor’s interest in the property situated in Sedgwick County, Kansas, specifically described on Schedule I attached hereto and incorporated hereby.

Grantor hereby covenants that its interest as conveyed hereby is conveyed free and clear of all liens and encumbrances except (i) those liens and encumbrances to which title to the described property was subject when conveyed to Grantor; (ii) those liens and encumbrances created by the Grantee or its predecessor or to the creation or suffering of which the Grantee or its predecessor has consented; (iii) those liens and encumbrances resulting from the failure of the Grantee or its predecessor to perform and observe any of the agreements on its part contained in the Lease under which it has heretofore occupied the described property; (iv) the rights of the public in and to any part of the described property lying or being in public roads, streets, alleys or highways; (v) any unpaid taxes or assessments, general or special; (vi) the restriction that no existing building nor any building which is constructed or placed upon the property conveyed hereby, either temporarily or permanently, shall be used for housing the operation of any multi-game casino-style gambling; and (vii) the rights, titles and interests of any party having condemned or who is attempting to condemn title to, or the use for a limited period of, all or any part of the described property; and further covenants that it will warrant and defend the same in the quiet and peaceable possession of Grantee, its successors and assigns, forever, against all persons claiming the same through Grantor.

IN WITNESS WHEREOF, we have hereunto set our hand and affixed the official seal of the City of Wichita, Kansas, for delivery as of the 19th day of April, 2011.

CITY OF WICHITA, KANSAS

By: _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENTS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

BE IT REMEMBERED that on this 19th day of April, 2011, before me, a notary public in and for said County and State, came Carl A. Brewer, Mayor of the City of Wichita, Kansas, a municipal corporation of the State of Kansas (the “City”), and Karen Sublett, City Clerk of said City, who are personally known to me to be the same persons who executed, as such officers, the within instrument on behalf of said City, and such persons duly acknowledged the execution of the same to be the act and deed of said City.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year last above written.

Notary Public

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf
Director of Law

ROYAL CARIBBEAN CRUISES LTD.

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF DECEMBER 1, 1997 AND TO THE LEASE DATED AS OF DECEMBER 1, 1997 BY AND BETWEEN SAID CITY AND ROYAL CARIBBEAN CRUISES LTD.

PROPERTY SUBJECT TO LEASE

THE IMPROVEMENTS

(A) **The Land:**

The 2000 Project Land: The following described real estate located in Sedgwick County, Kansas, to wit:

Lot 4, Rock Island Industrial Park, City of Wichita, Sedgwick County, Kansas.

Said real property constituting the “Land” as referred to in the Lease.

(B) The buildings, improvements, machinery and/or equipment now or hereafter acquired, constructed, reconstructed, remodeled or equipped or installed with the proceeds of any of the Bonds, including but not limited to the following:

The 2000 Project Improvements:

Construction and equipping of a two-story office building of approximately 65,000 square feet located at 4729 South Palisade, Wichita, Kansas and construction of a parking lot located at 4645 South Palisade, Wichita, Kansas.

The property interests described in paragraphs (A) and (B) of this Schedule I, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the Lease, constitute the “Project” as referred to in both the Lease and the Indenture.

TERMINATION OF LEASE AGREEMENT

This TERMINATION OF LEASE AGREEMENT (the "Agreement") is made by and between the City of Wichita, Kansas, a municipal corporation, of Sedgwick County, Kansas (the "City"), and Royal Caribbean Cruises Ltd., organized under the laws of Liberia and qualified to conduct its business in the State of Kansas (the "Tenant"). Unless a definition is otherwise provided in this Agreement, the capitalized terms used in this Agreement shall have the same meanings ascribed to them in the Lease as defined below.

WITNESSETH

WHEREAS the City has previously issued its Industrial Revenue Bonds, Series III, 2000 (the "Bonds"), in the aggregate original principal amount of \$19,800,000, for the purpose of acquiring, purchasing, constructing and equipping a telephone reservation center in an existing facility located in the City of Wichita, Kansas, such machinery and equipment being hereinafter referred to as the "Project"); and

WHEREAS, the Bonds were issued pursuant to Ordinance No. 44-818 passed and approved by the governing body of the City on November 28, 2000 (the "Ordinance"); and

WHEREAS, in connection with the issuance of the Bonds, the City, as lessor (the "Issuer"), and Royal Caribbean Cruises Ltd. as lessee (the "Tenant"), entered into a Lease Agreement dated as of December 1, 1997 (the "Lease"), a notice of which was filed of record at Film 1744, Page 2558 in the records of the Sedgwick County Register of Deeds;

WHEREAS, the Tenant has paid in full, on January 1, 2011 all of the outstanding Bonds pursuant to terms of the Ordinance, and in accordance with the terms of the Lease, the Basic Term of the Lease expired upon such payment; and

WHEREAS, concurrently upon the payment in full of all of the Bonds, the Lease is declared null and void and the Tenant requests that the City convey title to the Project to Royal Caribbean Cruises Ltd., following payment of the sum of \$1,000 required by Section 16.2(ii) of the Lease;

NOW, THEREFORE, THE CITY DOES HEREBY STATE AND DECLARE that as of the date of delivery hereof the Lease and the Notice thereof shall terminate and be of no further force and effect. The property located in Sedgwick County, Kansas, affected by the Lease and this Termination of Lease is described in Schedule I attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties named above have caused this Termination of Lease to be duly executed in their respective names and have caused their respective corporate seals to be hereunto affixed and attested by their duly authorized officers, as of _____.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

[SEAL]

ATTEST:

Karen Sublett, City Clerk

ACKNOWLEDGMENT

STATE OF KANSAS)
) ss:
SEDGWICK COUNTY)

On this _____ day of _____, 2011 before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged that they executed the foregoing instrument in writing as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public

[SEAL]

My Appointment Expires:

Approved as to Form:

Gary E. Rebenstorf, Director of Law

By _____

STATE OF KANSAS)
) ss:
 SEDGWICK COUNTY)

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

My Appointment Expires:

ROYAL CARIBBEAN CRUISES LTD.

SCHEDULE I

SCHEDULE I TO THE TRUST INDENTURE OF THE CITY OF WICHITA, KANSAS, AND INTRUST BANK, N.A., WICHITA, KANSAS, AS TRUSTEE, DATED AS OF DECEMBER 1, 2000 AND TO THE LEASE DATED AS OF DECEMBER 1, 2000 BY AND BETWEEN SAID CITY AND ROYAL CARIBBEAN CRUISES LTD.

PROPERTY SUBJECT TO LEASE

(A) **The Land:**

The 2000 Project Land: The following described real estate located in Sedgwick County, Kansas, to wit:

Lot 4, Rock Island Industrial Park, City of Wichita, Sedgwick County, Kansas.

Said real property constituting the “Land” as referred to in the Lease.

(B) The buildings, improvements, machinery and/or equipment now or hereafter acquired, constructed, reconstructed, remodeled or equipped or installed with the proceeds of any of the Bonds, including but not limited to the following:

The 2000 Project Improvements:

Construction and equipping of a two-story office building of approximately 65,000 square feet located at 4729 South Palisade, Wichita, Kansas and construction of a parking lot located at 4645 South Palisade, Wichita, Kansas.

The property interests described in paragraphs (A) and (B) of this Schedule I, together with any alterations or additional improvements properly deemed a part of the Project pursuant to and in accordance with the Provisions of Section 11.1 and 12.1 of the 1997 Lease, constitute the “Project” as referred to in both the Lease and the Indenture.

**City of Wichita
City Council Meeting
April 19, 2011**

TO: Mayor and City Council

SUBJECT: Cargill, Inc. Franchise (District VI)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Adopt the contract franchise.

Background: Cargill, Inc. is building a facility at 300 West First Street. It wishes to enter into a franchise agreement with the City of Wichita in order for it to connect, by fiber optic, its new facility to an existing facility at 151 North Main St.

Analysis: Any utility that makes commercial use of the public street right-of-way must have a franchise agreement with the City of Wichita in order to occupy this public space. A new franchise agreement between the City of Wichita and Cargill, Inc. has been negotiated.

The agreement has a term of five years with options for two additional five year renewals. The agreement sets out requirements of the Cargill, Inc. franchise, relative to its use of the right of way.

Financial Considerations: Under this agreement, the City of Wichita receives a franchise fee from Cargill, Inc. of \$2.50 per linear foot, per year. Additionally, Cargill, Inc. will pay the City of Wichita a one-time application fee of \$1,000 and pay the publication costs of this ordinance.

Goal Impact: The project addresses the Economic Vitality and Quality of Life goal by cooperatively negotiating franchises with utilities as a necessary part of preserving the right of way for use by the public.

Legal Considerations: The franchise contract is consistent with the requirements and limitations of the 2002 Telecommunications Providers Act. This contract franchise has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the first reading of the contract franchise ordinance between the City and Cargill, Inc. and authorize the necessary signatures.

Attachments: Contract Franchise Ordinance.

First Published in The Wichita Eagle on April 29, 2011

ORDINANCE NO. 48-999

AN ORDINANCE OF THE CITY OF WICHITA, KANSAS, GRANTING TO CARGILL MEAT SOLUTIONS, INC., THE RIGHT AND PRIVILEGE TO CONSTRUCT, OPERATE, AND MAINTAIN A FIBER OPTIC TELECOMMUNICATION SYSTEM IN THE CITY OF WICHITA, KANSAS, AND PRESCRIBING THE TERMS OF SAID GRANT.

WHEREAS, The City of Wichita is the owner of certain public right-of way; and

WHEREAS, Cargill Meat Solutions, Inc., hereinafter referred to as “Cargill,” desires to use certain public right-of-way of the City of Wichita for the purpose of construction, maintenance, and operation of a fiber optic telecommunication system pursuant to the provisions of the laws of the State of Kansas; and

WHEREAS, the City of Wichita finds such use to be in the public interest and is willing to enter into an agreement to allow Cargill to use the public right-of-way for such purpose;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. **Definitions.** For purposes of this ordinance, the following words and phrases shall have the following meanings given herein:

“Cargill” or “Company” – Cargill Meat Solutions, Inc.

“City” – The City of Wichita, Kansas

“Cargill Facilities” – Telephone and telecommunication lines, conduits, wires, cables, pipes, poles, towers, vaults, and appliances, either under or above ground.

“Public improvement” – Any existing or contemplated public facility, building, or capital improvement project, including without limitation, streets, alleys, sidewalks, sewer, water, drainage, right-of-way improvement, and public projects.

“Public project” – Any project planned or undertaken by the City or any governmental entity for construction, reconstruction, maintenance, or repair of public facilities or public improvements, or any other purpose of a public nature.

“Right-of-Way” – Present and future streets, alleys, rights-of-way, and public easements, including easements dedicated in plats of the City of Wichita, Kansas.

SECTION 2. Grant. This ordinance shall pertain to Cargill’s construction, maintenance, and operation of Cargill Facilities for a fiber optic telecommunication system in the City in, through and along that right-of-way which is part of the route described in Attachment “A” hereto as contemplated by this ordinance on a non-exclusive basis for the full term hereof; subject, however, to the terms and conditions herein set forth.

The grant under this ordinance specifically excludes the right to provide local “telephone exchange service” as defined by 47 U.S.C. § 153(47) and open video systems or cable service as defined by the Telecommunications Act of 1996 to customers within the City, and further excludes the right within the City to provide local telecommunications services for a fee directly to the public or to such classes of users as to effectively make it available directly to the public. In the event that Cargill shall in the future provide such service or derive revenue from such service within the City of Wichita, Cargill shall apply to the City for the right and privilege to provide such service in accordance with the laws of the State of Kansas. Cargill represents that at the present time it is not providing such excluded services in the City of Wichita and has no expectation of providing such services.

SECTION 3. Use of Right-of-Way. In the use of right-of way under this ordinance, Cargill shall be subject to all rules, regulations, policies, resolutions and ordinances now or hereafter adopted or promulgated by the City in the reasonable exercise of its police power and is subject to all applicable laws, orders, rules and regulations adopted by governmental bodies now

or hereafter having jurisdiction. In addition, Cargill shall be subject to all rules, regulations, policies, resolutions, and ordinances now or hereafter adopted or promulgated by the City relating to permits and fees, sidewalk and pavement cuts, utility location, construction coordination, beautification, and other requirements on the use of the right-of-way and shall comply with the following:

- (a) Cargill's use of right-of-way shall in all matters be subordinate to the City's use of the right-of-way for any public purpose. Cargill shall coordinate the placement of the Cargill Facilities in a manner which minimizes adverse impact on public improvements, as reasonably determined by the City. Where placement is not otherwise regulated, the Cargill Facilities shall be placed with adequate clearance for such public improvements so as not to impact or be impacted by such public improvement
- (b) All earth, materials, sidewalks, paving, crossings, utilities, public improvements, or improvements of any kind injured or removed by Cargill in its activities under this ordinance shall be fully repaired or replaced promptly by Cargill at its sole expense and to the reasonable satisfaction of the City or any other adjacent owner thereof.
- (c) All Cargill Facilities constructed, reconstructed, or relocated in the right-of-way after the date hereof shall be placed underground unless otherwise agreed to by the City, and in steel conduit if located in the right-of-way and in rigid conduit if otherwise located on City owned property within the corporate limits of the City.
- (d) Cargill shall keep and maintain accurate records and as-built drawings depicting accurate horizontal and vertical location of all Cargill Facilities constructed, reconstructed, or relocated in the street right-of-way after the date hereof. All points of facilities shall be horizontally located from street centerline, or section or quarter section lines or corners. Vertical locations on all points of Cargill Facilities shall consist of elevations in either City datum or United States Geological Survey datum.
- (e) Prior to construction, reconstruction or relocation of any Cargill Facilities in the right-of-way, Cargill shall submit to the City Engineer for approval, plans and

specifications of the proposed installation. Such approval shall not be unreasonably withheld, delayed or conditioned.

- (f) For a Public Project, Cargill shall cooperate promptly and fully with the City and take all measures necessary to provide accurate and complete information regarding the nature and locations, both horizontal and vertical, of the Cargill Facilities located within right-of-way when requested by the City or its authorized agents for a public project. Such location and identification shall be at the sole expense of Cargill, without expense to the City, its employees, agents or authorized contractors. Cargill shall have a person familiar with the Cargill Facilities who is responsible for timely providing information satisfying information needs of the City and other users of the right-of-way.
- (g) For a Public Project, Cargill shall promptly relocate or adjust any Cargill Facilities located in the right-of-way for a public project. Such relocation or adjustment shall be performed by Cargill, at its sole expense, without expense to the City, its employees, agents, or authorized contractors and shall be specifically subject to rules and regulations of the City not inconsistent with this ordinance pertaining to such.
- (h) It shall be the sole responsibility of Cargill to take adequate measures to protect and defend the Cargill Facilities in the right-of-way from harm or damage. If Cargill fails to accurately or timely locate the Cargill Facilities when requested, it has no claim for costs or damages against the City and its authorized contractors, or any other party authorized to be in the right-of-way, except to the extent such party is responsible for the harm or damage caused by its negligence or intentional misconduct.
- (i) Cargill shall notify the City not less than three (3) working days in advance of any construction, reconstruction, repair, or relocation of the Cargill Facilities which would require any street closure which reduces traffic flow to less than two lanes of moving traffic. Except in the event of an emergency, as reasonably determined by Cargill, no such closure shall take place without such notice and prior authorization from the City. The City shall follow its policies in the grant or denial of such authority, which shall not be unreasonably delayed. In addition, all

work performed in the traveled way of the right-of-way, or which in any way impacts vehicular or pedestrian traffic shall be properly signed, barricaded, and otherwise protected. Such signing shall be in conformance with the latest edition of the Federal Highway Administration's Standards and Guideline for Work Zone Traffic Control, unless otherwise agreed to by the City.

- (j) All technical standards governing construction, reconstruction, installation, operation, testing, use, maintenance, and dismantling of the Cargill Facilities in the right-of-way shall be in accordance with applicable present and future federal, state, and City law and regulation, including but not limited to the most recent editions of the National Electrical Code, the National Electrical Safety Code, and the Fiber Optic Cable Installation Standard of the Telecommunications Industry Committee, or such substantive equivalents as may hereafter be adopted or promulgated. It is understood that the standards established in this paragraph are minimum standards and the requirements established or referenced in this ordinance may be additional to or stricter than such minimum standards.
- (k) Cargill shall not lease or sublease (including, but not limited to, the lease of conduit space) or otherwise make available any of the Cargill Facilities in the right-of-way to any other entity without the express written consent of the City. The purpose of this provision is to allow and encourage the sharing of space in the right-of-way so long as sub-lessees or users are authorized by the City to use the right-of-way.

Nothing in this section is intended or shall be interpreted to eliminate Cargill's right to use the right-of-way for the purposes of this ordinance.

SECTION 4. Indemnity and Hold Harmless. Cargill shall hold and save the City, its officers, employees, agents, and authorized contractors on public improvements, harmless from and against all claims, damages, expense, liability, and costs including reasonable attorney's fees, which may be occasioned by Cargill in any manner, solely or in part, by Cargill's occupancy of the right-of-way, except to the extent otherwise specified in paragraph 3(h). In the event a claim shall be made or an action shall be instituted against the City growing out of such occupancy of the right-of-way by the Cargill Facilities, then upon notice by the City to

Cargill, Cargill will assume liability for the defense of such actions at Cargill's cost, subject to the option of the City to appear and defend such actions, at its own cost.

SECTION 5. Payments and Charges. The payments herein provided shall be in lieu of all other licenses, taxes, charges, fees or impositions, except that the usual general property taxes and special ad valorem property taxes, permits and fees including charges for pavement cuts or other charges based on restoring the premises to their same condition, or charges outside the scope of the ordinance which are not in any way connected with telecommunications business, as such, will be imposed on Cargill, and are not covered by the payments herein.

SECTION 6. Compensation to City. Cargill shall pay to the City as compensation for the right and privilege granted in this ordinance a one-time fee in the amount of One Thousand and no/100 Dollars (\$1,000), payable on the effective date of this ordinance. In addition, Cargill shall pay an annual sum in the amount of Two and 50/100 Dollars (\$2.50) per linear foot for the right-of-way described in Attachment "A". Such annual payments shall be made on the anniversary date of the effective date each year thereafter. All payments shall include an additional charge of one and one-half percent (1 ½%) per month compounded daily retroactive to the date payment was due when made more than thirty days (30) after the due date. The City and Cargill may hereafter establish such periodic payment procedure as the parties mutually agree.

SECTION 7. Attachment to Facilities. Nothing in this ordinance shall be construed to require or permit any telephone, electric light or power wire attachments by either the City or Cargill on the facilities of the other. If such attachments are desired by the City or Cargill, then a separate non-contingent agreement shall be prerequisite to such attachments.

SECTION 8. Forfeiture of Grant and Privilege. In case of failure on the part of Cargill, its successors and assigns, to comply with any of the provisions of this ordinance, or if Cargill, its successors and assigns, should do or cause to be done any act or thing prohibited by or in violation of the terms of this ordinance, Cargill, its successors and assigns, shall forfeit all rights and privileges granted by this ordinance and all rights hereunder shall cease, terminate and become null and void, provided that said forfeiture shall not take effect until the City of Wichita

shall carry out the following proceedings. Before the City proceeds to forfeit said ordinance, as in this section prescribed, it shall first serve a written notice upon Cargill, setting forth in detail in such notice the neglect or failure complained of, and Cargill shall have ninety days (90) thereafter in which to comply with the conditions of this grant and privilege. If at the end of such ninety-day period the City deems that the conditions have not been complied with and that the ordinance is subject to cancellation by reason thereof, the City shall enact a repealing ordinance setting out the ground upon which said grant and privilege is to be canceled or terminated. If within thirty days (30) after the effective date of said repealing ordinance, Cargill shall have not instituted an action, in the Eighteenth Judicial District Court in Sedgwick County, Kansas, to determine whether or not Cargill has violated the terms of this ordinance and whether or not Cargill has is subject to cancellation by reason thereof, this ordinance shall be cancelled and terminated at the end of such thirty-day period. If within such thirty-day period, Cargill does institute an action, as above provided, to determine whether or not Cargill has violated the terms of this ordinance and that the ordinance is subject to cancellation by reason thereof and prosecutes such action to final judgment with due diligence, then, in that even, in case the court finds that the ordinance is subject to cancellation by reason of the violation of its terms, this ordinance shall terminate thirty days (30) after such final judgment is rendered. PROVIDED, however, that the failure of Cargill to comply with any of the provisions of this ordinance or the doing or causing to be done by Cargill of anything prohibited by or in violation of the terms of this ordinance shall not be a ground for the forfeiture thereof when such act or omission on the part Cargill is due to any cause or delay beyond the control of Cargill, its successors and assigns, or to bona fide legal proceedings.

SECTION 9. Rights and Duties of Grantee upon Expiration of Ordinance. Upon expiration of this ordinance, whether by operation of law, by lapse of time, by agreement between Cargill and the City, or by forfeiture thereof, Cargill shall have the right to remove from the right-of-way any and all of the Cargill Facilities within a reasonable time after such expiration, but in such event, it shall be the duty of Cargill immediately upon such removal, to restore the right-of-way from which said Cargill Facilities are removed, to as good condition as the same were before said removal was effected.

SECTION 10. **Term and Termination Date.** This ordinance shall be and remain in full force and effect for a period of five (5) years from the effective date thereof, unless sooner terminated as herein provided. Cargill is granted the option to renew the rights granted in this ordinance for two (2) additional five (5) year terms subject to the re-negotiation of the provisions including compensation. Cargill shall give notice of the exercise of the option at least six (6) months prior to the expiration of the term. The renewal is subject to the provision of Section 16.

SECTION 11. **Right to Assign.** The rights granted by this ordinance inure to the benefit of Cargill, and any parent, subsidiary, affiliate or successor entity now or hereafter existing. The rights shall not be assignable without the express written consent of the governing body of the City, except Cargill may assign its rights under this ordinance to a parent, subsidiary, affiliate or successor entity without such consent. Any required consent is to be evidenced by an ordinance or resolution of the governing body of the City that fully recites the terms and conditions, if any, upon which consent is given.

SECTION 12. **Force Majeure.** Each and every provision hereof shall be subject to Acts of God, fires, strikes, riots, floods, war and other causes beyond Cargill's control.

SECTION 13. **Invalidity of Ordinance.** If any clause, sentence, or section of this ordinance shall be held to be invalid, it shall not affect the remaining provisions of this ordinance.

SECTION 14. **Effectiveness and Acceptance of Ordinance.** This ordinance shall not take effect or become in force until it shall have been read in full at three (3) regular weekly meetings of the governing body of the City of Wichita nor until and immediately after its final passage it shall be published in the official city paper once each week for two (2) consecutive weeks, and such ordinance shall not take effect or be in force until and after the expiration of sixty (60) days from the date of its final passage, nor if, pending the final passage and taking effect of said ordinance, an election shall be called as provided by law, in which event said

ordinance shall not take effect or become in force until the same shall have been duly approved by the electorate.

Within sixty (60) days after the final passage and approval of this ordinance, Cargill shall file with the City Clerk of the City of Wichita its acceptance in writing of the provisions, terms and conditions of this ordinance, which acceptance shall be duly acknowledged before some officer authorized by law to administer oaths; and when so accepted the ordinance and acceptance shall constitute a contract between the City and Cargill subject to the provisions of the laws of the State of Kansas.

PASSED AND APPROVED by the City Council of the City of Wichita, Kansas this 26th day of April, 2011.

ATTEST:

CARL BREWER

Mayor

KAREN SUBLETT

City Clerk

APPROVED AS TO FORM:

GARY E. REBENSTORF

Director of Law



**City of Wichita
City Council Meeting
April 19, 2011**

TO: Mayor and City Council Members

SUBJECT: Removal of Nuisance Abatement Special Property Tax Assessment
2038 East 9th Street North (Districts I)

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendation: Approve and authorize removal of the City of Wichita nuisance abatement special property tax assessment on property at 2038 East 9th Street North, which was previously approved for assessment by the City Council.

Background: The Office of Central Inspection supports neighborhood code enforcement through abatement of nuisances under Titles 7 and 8 of the City Code. State statutes and City ordinances allow the City to abate properties that are in violation of environmental standards after proper notification to responsible parties. Private contractors perform the work, and the Office of Central Inspection bills the cost of abatement to property owners. State statutes and City ordinances allow placement of billed but unpaid abatement costs as special property tax assessments after City Council approval.

Analysis: On July 20, 2010, the City Council approved special property tax assessments of unpaid City abatement billings for 20 properties, including a \$614 assessment for 2038 East 9th Street North (Ordinance No. 48-787, Tax Key: C-00779-0001). The property owner of 2038 East 9th Street North recently appealed the \$614 nuisance abatement special property tax assessment. After reviewing case records and hearing testimony from the property owner and a neighbor, it was determined by the Superintendent of Central Inspection that the abatement action, which occurred on April 20, 2010, should not have been ordered until after the scheduled, City-sponsored April 24, 2010 Neighborhood Cleanup for this area. An Office of Central Inspection Neighborhood Inspector apparently told the property owner she could wait until the April 24, 2010 Neighborhood Cleanup to get rid of various bulky waste items. Per testimony from the property owner and a neighbor, they had begun to clean the yard and stack various bulky waste items for disposal during the April 24, 2010 Neighborhood Cleanup. However, the bulky waste was removed by the City abatement contractor on April 20, 2010, just four (4) days prior to the Neighborhood Cleanup.

Financial Considerations: The Office of Central Inspection nuisance abatement contractor is paid through budgeted appropriations from the City's General Fund. Placement of special property tax assessments provides for potential reimbursement of these expenditures to the City. Removal of this special property tax assessment has a total value of \$614.

Goal Impact: The abatement and assessment program supports Core Area and Vibrant Neighborhoods by continuing cleanup and abatement for properties that are detrimental to Wichita neighborhoods.

Legal Considerations: Upon City Council approval, the City's Debt Coordinator may be directed to prepare necessary paperwork to remove the special property tax assessment.

Recommendation/Action: It is recommended that the City Council approve removal of the \$614 nuisance abatement special property tax assessment for the property at 2038 East 9th Street North.

Attachment: None.

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Century II Renovations Project (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the bonding resolution.

Background: Century II, a multipurpose convention and performing arts venue was completed in 1969. Century II has served the community well and has provided a venue for a wide variety of events. However, the building is showing signs of deterioration from years of use. The current décor is outdated, as well as deteriorated to the point of needing a total aesthetic renovation. A significant amount of work needs to be completed prior to some major events, such as Lion King.

Analysis: In 2008, marquee sign improvements and meeting room upgrades were completed, as well as expenditures in other budgeted areas. In the fall of 2008, management of Century II transitioned to the Division of Arts & Cultural Services. This led to a comprehensive re-evaluation of the facility's needs that focused on the restoration of the aging building's infrastructure.

Staff recommends a variety of current improvements be made that include replacement seating in Convention Hall Balcony, elevator installation in both sides of Convention Hall, re-design of Convention Hall, design and construction of new Concert Hall Shell, renovation of Concert Hall stage, Expo Hall restroom renovation, design development of second floor restroom renovations, heating, ventilating and air conditioning air handler replacement, and asbestos abatement in various areas. Longer term and larger improvements will include the renovation and re-design of Kennedy Plaza and the replacement of the blue roof over the Century II building core. At this time, staff recommends initiating the numerous smaller improvements, as well as design work on the Kennedy Plaza improvements. At a later date, in conjunction with the revision of the CIP and a review of the funding capacity of the Transient Guest Tax Fund, staff will seek the initiation of the larger projects.

Financial Considerations: The 2009-2018 Adopted Capital Improvement Program includes \$23.67 million scheduled from 2012 – 2015 for improvements to Century II. Of this, \$15.3 million is programmed from the Transient Guest Tax Fund, the remainder from General Obligation bonds. During the CIP revision process, staff will review the capacity of the Transient Guest Tax Fund prior to initiating the entire amount. At this time, a total of \$3 million funded from the Transient Guest Tax Fund is recommended for initiation.

Goal Impact: This project addresses the Quality of Life goal by maintaining and optimizing public facilities and assets.

Legal Considerations: The Law Department has approved the bonding resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the bonding resolution and authorize the necessary signatures.

Attachments: CIP sheet, bonding resolution and declaration of intent.

CAPITAL IMPROVEMENT				
PROJECT AUTHORIZATION		USE:		
		To Initiate Project	X	
CITY OF WICHITA		To Revisit Project		
		1. Prepare in triplicate 2. Send original & 2 copies to budget. 3. City Manager to sign all copies. 4. File original w/ initiating resolution in City Clerk. 5. Return 2nd copy to initiating department. 6. Send 3rd copy to Controller.		
1. Initiating Department PUBLIC WORKS & UTILITIES	2. Initiating Division BUILDING SERVICES	3. Date 4/5/2011	4. Project Description & Location Lawrence Darnest Stadium Improvements 300 S Syracuse	
5. CIP Project Number PR-	6. Accounting Number OCA	7. CIP Project Date (Year) 2009-2018	8. Approved by WCC NO	Date
9. Estimated Start Date Spring 2011	10. Estimated Completion Date Summer 2012	11. Project Revised		
12. Project Cost Estimate				
ITEM	GO	SA	OTHER	TOTAL
CONSTRUCTION	19,470,000.00			19,470,000.00
Paving, grading & const.				
Bridge & Culverts				
Drainage				
Sanitary Sewer				
Sidewalks				
Water				
Other DESIGN	500,000.00			500,000.00
Totals	19,970,000.00			19,970,000.00
Total CIP Amount Budgeted	19,970,000.00			19,970,000.00
Total Prelim. Estimate				
13. Recommendation: APPROVE THE PROJECT, THE RESOLUTION AND AUTHORIZE NECESSARY SIGNATURES				
Division Head		Department Head	Budget Officer	City Manager
			Date	Date

Published in the Wichita Eagle on April 22, 2011

RESOLUTION NO. 11-083

A RESOLUTION AMENDING RESOLUTION NO. 07-510, AND AUTHORIZING THE ISSUANCE OF BONDS BY THE CITY OF WICHITA, KANSAS FOR THE IMPROVEMENT AND RENOVATION OF CENTURY II.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WICHITA, KANSAS;

SECTION 1: That Section 1 of Resolution No. 10-016 is hereby amended to read as follows:

SECTION 1: That the City of Wichita finds it necessary to make certain related improvements as follows:

Labor, material, and equipment for improvements at the Century II Convention Center, including design/development and renovation of Kennedy Plaza, replacement seating in Convention Hall Balcony, elevator installation both sides of Convention Hall, re-design of Convention Hall, replacement of Blue Roof over main building core, Expo Hall design, design and construction of new Concert Hall Schell. In addition labor, material, and equipment to renovate Concert Hall staging, including removal of two stair towers, design for restroom remodel on second level, Expo Hall restroom renovations, HVAC air handler replacement, and Asbestos remediation.

SECTION 2: That the cost of said public improvements shall be paid by the issuance and sale of general obligation bonds by the City of Wichita at large, in the manner provided by law and under the authority of City of Wichita Charter Ordinance No. 156. The total cost is estimated at \$3,000,000, exclusive of the costs of interest on borrowed money.

SECTION 3: That the advisability of said improvements is established as authorized by City of Wichita Charter Ordinance No. 156.

SECTION 4: That the prior version of Section 1 of Resolution No. 07-510 is hereby repealed.

SECTION 5: That this resolution shall take effect and be in force from and after its passage and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this 19th day of April, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

**AMENDMENT TO DECLARATION
OF OFFICIAL INTENT CERTIFICATE**

Comes now Kelly Carpenter, Director of Finance for the City of Wichita, Kansas, and hereby amends a certain Declaration of Official Intent Certificate by substituting the revised description of improvements anticipated to be financed in connection with such capital improvement projects as detailed below.

<u>OCA No.</u>	<u>TITLE</u>	<u>AMOUNT</u>
112000	07-510 Century II Renovations	\$3,000,000

Section 5 of the original Declaration of Intent is hereby amended to describe the improvements as follows:

Labor, material, and equipment for improvements at the Century II Convention Center, including design/development and renovation of Kennedy Plaza, replacement seating in Convention Hall Balcony, elevator installation both sides of Convention Hall, re-design of Convention Hall, replacement of Blue Roof over main building core, Expo Hall design, design and construction of new Concert Hall Schell. In addition labor, material, and equipment to renovate Concert Hall staging, including removal of two stair towers, design for restroom remodel on second level, Expo Hall restroom renovations, and Asbestos remediation.

This Certificate being signed and executed under oath by the Finance Director of the City of Wichita on the 19th day of April, 2011.

CITY OF WICHITA, KANSAS

STATE OF KANSAS)
) ss:
COUNTY OF SEDGWICK)

Kelly Carpenter, Director of Finance

Sworn to and subscribed before me this 19th day of April, 2011.

Notary Public

My appointment expires: July 15, 2012

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Community Event with alcohol consumption – Resolution - Orpheum Outdoor Concert Series (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the Resolution.

Background: A community event application with alcohol consumption allowed has been submitted for the Orpheum Outdoor Concert Series, scheduled for Wednesday, July 6, 2011, from 7:00 p.m. to 11:00 p.m. In accordance with Sections 3.11.065(d) and 3.11.150(a) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required, authorizing consumption of alcoholic liquor on sidewalks and on public streets which have been closed to motor vehicle traffic during such licensed community event. Upon review of the community event application for this event, a copy of which is attached hereto, and upon consideration of the factors set forth in Sections 3.11.080 and 3.11.150(b) of the Code of the City of Wichita, the Council shall determine if such approval should be given.

Analysis: Staff has reviewed the application for the community event with consumption of alcoholic liquor allowed, and based upon the factors set forth in Sections 3.11.080 and 3.11.150(b) of the City Code, finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life.

Legal Consideration: The Resolution has been prepared and approved by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the Resolution.

Attachments: Resolution and Community Event Application for the Orpheum Outdoor Concert Series.

RESOLUTION NO. 11-084

**A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC STREETS DURING THE ORPHEUM OUTDOOR CONCERT SERIES**

WHEREAS, the City Council has approved as a community event , the Orpheum Outdoor Concert Series,
to occur on July 6, 2011.

WHEREAS, the City Council has approved First Street from Broadway Street east to Topeka Street and
Topeka Street from Douglas to Second Street to be closed to vehicular traffic for such event from 12:00 noon on
July 6, 2011 to 2:00 a.m. on July 7, 2011.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the Orpheum Outdoor Concert
Series has been applied for and will be issued by the State of Kansas and the City of Wichita upon the
presentation of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Sections 3.11.065(d) and
3.11.150(a) of the Code of the City of Wichita, and in consideration of the factors set forth in Sections 3.11.080
and 3.11.150(b) of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on
the city streets, sidewalks and public right of ways which are located within the designated event area of the
Orpheum Outdoor Concert Series, to occur on July 6, 2011.

ADOPTED by the governing body of the City of Wichita, Kansas, this 19th day of April, 2011.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett
City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law



3/15/2011

COMMUNITY EVENT APPLICATION **and Temporary Entertainment District Application**

Applications and applicable fees must be submitted to:
Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply:

The City of Wichita defines a Community Event as follows:

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 persons on private or park property.
Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.
- **If Alcoholic Liquor or Cereal Malt Beverage is to be served or sold at an event, all portions of this application necessary to either establish a Temporary Entertainment District (for alcoholic liquor) or to obtain written City Council approval (for CMB) MUST be completed.**

Any or all conditions below may apply to a Community Event: Some conditions may require a separate permit, which might include City Council approval. The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessed from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

General Information:

The City of Wichita may refuse any application received less than 45 days before the event or lacking requested information. Applications received less than 30 days, but more than 10 business days prior to the proposed event will be assessed additional fees. **NO application will be accepted LESS THAN 10 business days prior to the proposed event.** Any information required by the application must be complete upon submittal. Incomplete applications may be denied. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- Application filing fee (\$25 - non refundable) made payable to City of Wichita.
- Certificate of Liability Insurance naming the City of Wichita as additionally insured.
- Site plan defining placement of alcohol point of sale, barricade locations, exit location, portables, trash, signage, etc.
- Street closure request defining traffic flow.
- Security requirements including hiring of certified law enforcement officers.
- Vendor list including contact person and contact information.

Application Date: 3/16/11

Event Title: Orpheum Outdoor Concert Series

Event Date(s)/Time: July 6th, 7pm

Event Address for Permit: 1st & Broadway (200 N. Broadway)



3/15/2011

Property (Circle all that apply):

PUBLIC

PARK

PRIVATE

Event Promoter Name: Orpheum Theatre (Adam Hartke)

Address: 200 N. Broadway Wichita, KS 67202

Phone: (316) 771-7484 Mobile: (316) 807-4530

E-mail: orpheum@wichitaorpheum.com

Will Alcoholic Liquor or CMB be sold and/or served? (Circle one): YES or NO

Onsite Alcohol Supervisor Name: Adam Hartke

Address: 1522 W. Harrison Wichita, KS 67203

Phone: (316) 807-4530 Mobile: () ← same as

E-mail: hartkerecords@yahoo.com

Type of Event – (Circle all that apply)

Animal Exhibition Carnival Circus Concert Dance Fireworks Live Entertainment Parade

Temporary Amusement Rides Walk/Run/Marathon Street Closure

Other _____

Attendance: (circle one) Public or Private/Invitation Only

Estimated Attendance: 1,000 ~~1,000~~

Number of participants in previous years: N/A
(If applicable)



3/17/2011

Will admission be charged? Yes - \$36 per ticket
(If yes, what amount?)

Is this event a fundraiser? All profits go to the Orpheum Theatre (501c3)
(If yes, for what organization?)

Description of Event:

This will be the first of what is planned to be an annual outdoor concert series. We plan to host 3-4 outdoor ~~shows~~ shows every year during the summer months. We hope to engage many different facets of the Wichita community in an effort to build a more diverse patron base as well as to raise money for Theatre Restoration.

Street Closure Requested (Circle One): (YES) or NO

Date(s)/Time/Location of Street Closures:

7/6/11 - 12am to 7/7/11 - 2am. Closure will be First St. between Broadway and Topeka as well as Topeka between 2nd St. and Douglas.

I, Adam Hartke, the above named applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

[Signature]
Signature of Event Applicant

3/16/11
Date

Orpheum Theatre
Organization/Event

[Signature]
City of Wichita Representative

3/21/2011
Date



3/15/2011

Requirements: Based on the event factors, the city's regulation formula will determine the need and number of certified law enforcement officers required for street closures. The event sponsor and/or applicant is responsible for all cost associated with the event.

- Number of participants
- Number of past participants
- Use of alcohol
- Time and duration
- Location
- Number and specific streets requested for closure

Sale and/or Consumption of Alcoholic Liquor or CMB: A CMB license (allowing sale and/or consumption of CMB) or a **Temporary Permit (allowing the sale and/or consumption of Alcoholic Liquor) **MUST** be approved by the City Council.

Permit specifications include:

- No more than 3 consecutive days.
- No more than 4 events annually to the same applicant.
- No sales between the hours of midnight and 6:00 a.m. for CMB.
- No sales between the hours of 2:00 a.m. and 9:00 a.m. for Alcoholic Liquor.
- No sales or consumption of Alcoholic Liquor or CMB upon public streets or rights-of-way unless approved by the City Council pursuant to the establishment of a Temporary Entertainment District (TED) as defined in Section 3.11.010(h) of the City Code. Streets must be closed to vehicular traffic.
- Specific area designated for point of sale of CMB or Alcoholic Liquor must be defined on a site plan.
- **Applicant Must comply with all provisions of Section 3.11.065 of the City Code for sale of BOTH CMB and Alcoholic liquor**
- **Sale of CMB, must also comply with Section 4.12.215 of the City Code regarding lighting and fencing of outdoor areas**

**** Sale of Alcoholic Liquor is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control (ABC) AND the City of Wichita. A copy of BOTH permits shall be posted along with the site plan at the event and shall be available for inspection upon request by any law enforcement officer or any officer or agent of the ABC Division Director. Sale and consumption of Alcoholic Liquor may be handled by a licensed Caterer in some situations, such as events on private property or upon public property that has been exempted pursuant to Section 4.04.045 of the City code, and which does NOT include city streets, sidewalks or alleys.**

Sale and/or consumption of Alcoholic Liquor upon public streets and sidewalks is allowed ONLY when a Temporary Permit has been issued by the State of Kansas Division of Alcoholic Beverage Control AND the City of Wichita, AND when a TEMPORARY ENTERTAINMENT DISTRICT (TED) designation has been approved by the City Council. Alcoholic Liquor may NOT be sold on the premises of a TED by a Caterer.

COMMUNITY EVENT CHECKLIST **and Temporary Entertainment District Checklist**

Checklist must accompany Application and applicable fees and mail to:
Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply: *The City of Wichita defines a Community Event as follows:*

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 on private or park property. Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.

Approval of all applicable departments is required before permit is issued. The applicant shall be required to provide certified law enforcement officers, portable restrooms, and trash service in adequate number as reasonably determined by the procedures set forth. All vendors must be properly licensed and inspected. The applicant shall also be required to obtain, place and remove signs and barricades to close streets in accordance with requirements of the City. The applicant is responsible for all costs associated with the community event.

The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessible from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

X **1. Certificate of Insurance - Must accompany initial application**

The applicant shall be required to **maintain insurance reasonably acceptable to the City covering all aspects of the event** in a minimum amount of \$500,000 public liability insurance and \$50,000 property damage insurance, in addition to other insurance as required by law. The insurance policies must include the City of Wichita and its agencies as additional insured.

X **2. Site Plan – Must accompany initial application**

A Site Map/Plan and Event Notice **must be attached to application**. The site map/plan shall include: (1) streets requested for closure; (2) entry and exit points of event venue; (3) stage placement; (4) portable restroom locations; (5) trash receptacle locations; and, if applicable, (6) description of signage and barriers defining the area which alcoholic liquor or CMB may be consumed; (7) point of sale of alcoholic beverages; and (8) location of participating establishments.

X **3. Security Requirements – Minimum 15 day approval process**

Security requirements shall be determined in coordination with the Wichita Police Department. The applicant will be required to hire certified law enforcement officers in addition to any other security the promoter provides on the event site.

X **4. Traffic Flow Plan (Section 3.11.150) – Must accompany initial application**
The plan should include any information that will impact the flow of traffic, such as requested street closures; route for parade, run/walk, or any other request. Does not include events solely on sidewalks or public rights-of-way immediately adjacent to public streets unless alcoholic beverages are to be consumed in these areas. Applicants will be required to disclose the date, street name, location, and time period for approval of requested street closures. Please attach the traffic flow plan as part of the site map/plan. Closure for any major street requires adequate street closure equipment to include signs and barricades and certified law enforcement officers, to be provided by applicant. All affected property owners are required to be notified in writing for intended street closure and a copy of such list is to be included as part of the community event application requirements.

Only temporary street markings are allowed and must be removed immediately upon completion of the event.

X **5. Trash Receptacles – Minimum 15 day approval process**
 The number of trash containers **shall be based upon industry standards for sanitation and public convenience** and will include consideration of the type of food and packaging. Requirements will be determined on event criteria and established with contracted vendor. Trash service will include servicing during an event for four hours or more and picking up of all trash and debris during and after the event. Upon completion of the event public property shall be left in the same condition or better than received. Trash containers may be located only in areas approved on site map/plan.

X **6. Portable Restrooms – Minimum 15 day approval process**
 The number of portable restrooms **shall be based upon industry standards for sanitation and public convenience**. Requirements will be determined on event criteria and established with contracted vendor. The plan must provide for service during the event if planned for four hours or more. Portable restrooms may be located only in areas approved on site map/plan.

AA **7. Food Vendors Transient Merchant License (Chapter 3.95) - Minimum 15 day approval process**
 Food vendors must be licensed and inspected through the City of Wichita. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

AA **8. Transient Merchant License (Chapter 3.95) – Minimum 15 day approval process**
 Transient Merchants are described as vendors selling wares or food from 7:00 am until midnight. Each vendor is required to complete a separate Transient Merchant application including signature. A copy of current Sales Tax License from the State of Kansas or proof of exempt status must accompany application. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

X **9. Cereal Malt Beverage and Alcoholic Liquor Licenses (Chapter 4.12, Section 4.16.070(e) and KSA 41-2645 - Minimum 45 day approval process**

The applicant shall be responsible for compliance with CMB and Alcoholic Liquor laws as well as all other laws and ordinances in the conduct of the event. Click on the *oBusiness* tab at the top of the Home Page then click on *oCity of Wichita License Applications* to locate Liquor License and/or CMB license application.

____ **10. Cereal Malt Beverage and Alcoholic Liquor Consumption Regulations (Title 10) – Minimum 45 day approval process**

The applicant and onsite supervisor (if different) shall be responsible for compliance with all regulations as set forth in Section 3.11.065 of the City Code. Consumption of CMB or alcoholic liquor on public streets and sidewalks is only allowed when the street is closed to vehicular traffic and with written approval of the City council.

NA **11. Tents and Canopies (Chapter 18.36 Ordinance 41-502) - Minimum 5 day approval process**

A Permit will be required if the tent meets one of the following: The Tent has sides and is greater than 200 square feet OR is greater than 400 square feet.

If a Tent Permit is required, the applicant will be required to appear in person at the Office of Central Inspection located in City Hall on the 7th floor, 455 N Main, Wichita, KS. The following information is required to obtain the permit: (1) the address where the tent will be located; (2) written permission of the property owner; (3) the size of the tent or canopy; (4) dates of erection and duration; (5) onsite contact name and contact information.

____ **12. Parade (Chapter 3.13.020) – Minimum 10 day approval process**
Parade route diagram and/or site map/plan must be attached to the application showing formation area, starting point and termination point.

____ **13. Temporary Amusement Ride License (Chapter 3.20) – Minimum 30 day approval process**

Completed application must include name of approved vendor. A current copy of certificate of inspection for each ride and applicable insurance must be on file with the City of Wichita. Placement of rides must be noted on site map/plan.

NA **14. Fireworks License – (Chapter 15.0) Minimum 30 day approval process**

Completed application must include a copy of the Firework Operator Certificate. Applicant is required to include a site map/plan of the shooting site, fallout zone, a list of shell sizes and applicable insurance.

NA **15. Animal Exhibition License (Chapter 3.09) – Minimum 20 day approval process.**
 Completed application must include USDA animal documentation, name and address of licensed veterinarian responsible for the care of the animals and proof of liability insurance.

✓ **15. Event Times - (Municipal Code Section 3.11.155)**

Outdoor entertainment may operate 8:00 am until 11:00 pm Sunday through Thursday, 8:00 am until Midnight Friday and Saturday. The applicant shall at all times be responsible for compliance with laws and ordinances regulating the times of events.

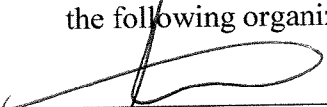
✓ **16. Noise Level - (Chapter 7.41)**

The applicant shall be required to ensure that sound levels do not exceed that which is appropriate for the event area and its location and is in compliance with the provisions the code of the City of Wichita. The applicant will respond in a timely and effective manner to requests of the city's representatives concerning the sound level. The WPD or authorized representatives of the City shall have the authority to cancel musical performances or events for substantial or repeated violations.

✓ **17. Miscellaneous**

No excavation shall be made on public property nor objects/promotional items be placed or attached to public property except as expressly approved by permit or license. The applicant shall be required to abide by such other requirements as may be reasonable for the approval of the application.

I have read and understand the above information and regulations and accept them on behalf of the following organization.



Signature of Event Applicant

Date

3/17/11

Orphean Outdoor Concert Series

Organization/Event



City of Wichita Representative

3/21/2011

Date



CERTIFICATE OF LIABILITY INSURANCE

CALI

DATE (MM/DD/YYYY)

2/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maury, Donnelly & Parr, Inc. Commerce & Water Streets Baltimore, MD 21202		(410) 685-4625	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ORPHPER-01	
INSURED Orpheum Performing Arts Center LTD d/b/a Orpheum Theatre 200 N. Broadway Suite 102 Wichita, KS 67202-		INSURER(S) AFFORDING COVERAGE INSURER A : Great American Insurance Company INSURER B : Hartford Insurance Companies INSURER C : INSURER D : INSURER E : INSURER F :		NAIC #

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			PAC3793526	5/31/2010	5/31/2011	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
							\$
A	UMBRELLA LIAB			UMB379352703	5/31/2010	5/31/2011	EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB						AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE						\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			30GRH0851	5/31/2010	5/31/2011	WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y <input type="checkbox"/> N	N/A				E.L. EACH ACCIDENT \$ 500,000
			E.L. DISEASE - EA EMPLOYEE \$ 500,000				
			E.L. DISEASE - POLICY LIMIT \$ 500,000				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Wichita is named as additional insured with regard to the Orpheum Car Show being held on May 1, 2011.

CERTIFICATE HOLDER**CANCELLATION**

City of Wichita
c/o Connie Clark
334 N. Mead
Wichita, KS 67202-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Community Event with alcohol consumption – Resolution 4th Annual Orpheum Car Show (District VI)

INITIATED BY: Division of Arts & Cultural Services

AGENDA: Consent

Recommendation: Approve the Resolution.

Background: A community event application with alcohol consumption allowed has been submitted for the 2011 Orpheum Street Car Show, scheduled for Sunday, May 1, 2011, from 8:00 a.m. to 8:00 p.m. In accordance with Sections 3.11.065(d) and 3.11.150(a) of the Code of the City of Wichita and the Community Events Procedure, a resolution is required, authorizing consumption of alcoholic liquor on sidewalks and on public streets which have been closed to motor vehicle traffic during such licensed community event. Upon review of the community event application for this event, a copy of which is attached hereto, and upon consideration of the factors set forth in Sections 3.11.080 and 3.11.150(b) of the Code of the City of Wichita, the Council shall determine if such approval should be given.

Analysis: Staff has reviewed the application for the community event with consumption of alcoholic liquor allowed, and based upon the factors set forth in Sections 3.11.080 and 3.11.150(b) of the City Code, finds that all of the criteria set forth therein have been met and recommends approval of the event permit.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life for citizens through special events and activities.

Legal Consideration: The Resolution has been prepared and approved by the Law Department.

Recommendation/Actions: It is recommended that the City Council approve the Resolution.

Attachments: Resolution and Community Event Application for the 4th Annual Orpheum Car Show.

RESOLUTION NO. 11-085

**A RESOLUTION AUTHORIZING THE CONSUMPTION OF ALCOHOLIC LIQUOR
ON PUBLIC STREETS DURING THE 2010 ORPHEUM STREET CAR SHOW**

WHEREAS, the City Council has approved as a community event , the 4TH Annual Orpheum Car Show,
to occur on May 1, 2011.

WHEREAS, the City Council has approved First Street from Market Street east to Topeka Street and
Broadway Street from Douglas to Second Street to be closed to vehicular traffic for such event from 8:00 a.m. to
8:00 p.m. on May 1, 2011.

WHEREAS, a temporary permit for the consumption of alcoholic liquor at the 4TH Annual Orpheum Car
Show has been applied for and will be issued by the State of Kansas and the City of Wichita upon the presentation
of this Resolution.

NOW, THEREFORE, BE IT RESOLVED that the City Council, pursuant to Sections 3.11.065(d) and
3.11.150(a) of the Code of the City of Wichita, and in consideration of the factors set forth in Sections 3.11.080
and 3.11.150(b) of the Code of the City of Wichita, grants its approval for the consumption of alcoholic liquor on
the city streets, sidewalks and public right of ways which are located within the designated event area of the the
4TH Annual Orpheum Car Show, to occur on May 1, 2011.

ADOPTED by the governing body of the City of Wichita, Kansas, this 5th day of April, 2011.

CITY OF WICHITA, KANSAS

By _____
Carl Brewer, Mayor

ATTEST:

Karen Sublett
City Clerk

Approved as to Form:

Gary E. Rebenstorf
Director of Law



3/8/2011

COMMUNITY EVENT APPLICATION **and Temporary Entertainment District Application**

Applications and applicable fees must be submitted to:

Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply:
The City of Wichita defines a Community Event as follows:

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 persons on private or park property.
Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.
- **If Alcoholic Liquor or Cereal Malt Beverage is to be served or sold at an event, all portions of this application necessary to either establish a Temporary Entertainment District (for alcoholic liquor) or to obtain written City Council approval (for CMB) MUST be completed.**

Any or all conditions below may apply to a Community Event: Some conditions may require a separate permit, which might include City Council approval. The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessed from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

General Information:

The City of Wichita may refuse any application received less than 45 days before the event or lacking requested information. Applications received less than 30 days, but more than 10 business days prior to the proposed event will be assessed additional fees. **NO application will be accepted LESS THAN 10 business days prior to the proposed event.** Any information required by the application must be complete upon submittal. Incomplete applications may be denied. When received, an application is subject to approval of all departments involved and will be required to provide the following:

- Application filing fee (\$25 - non refundable) made payable to City of Wichita.
- Certificate of Liability Insurance naming the City of Wichita as additionally insured.
- Site plan defining placement of alcohol point of sale, barricade locations, exit location, portables, trash, signage, etc.
- Street closure request defining traffic flow.
- Security requirements including hiring of certified law enforcement officers.
- Vendor list including contact person and contact information.

Application Date: 3/1/11

Event Title: 4th Annual Orpheus Car Show

Event Date(s)/Time: May 1st, 2011

Event Address for Permit: 200 N. Broadway, Wichita, KS 67202



3/8/2011

Property (Circle all that apply):

☒ PUBLIC

☐ PARK

☐ PRIVATE

Event Promoter Name:

 Adam Hartke

Address:

200 N. Broadway, Ste. 102

Phone: (316) 263-0884

Mobile: (316) 807-4530

E-mail:

orpheum@wichitaorpheum.com

Will Alcoholic Liquor or CMB be sold and/or served? (Circle one):

☒ YES

or ☐ NO

Onsite Alcohol Supervisor Name:

 Adam Hartke

Address:

200 N. Broadway, Ste. 102

Phone: (316) 771-7984

Mobile: (316) 807-4530

E-mail:

orpheum@wichitaorpheum.com

Type of Event – (Circle all that apply)

Animal Exhibition Carnival Circus Concert Dance Fireworks ☒ Live Entertainment Parade

Temporary Amusement Rides Walk/Run/Marathon ☒ Street Closure

Other _____

Attendance: (circle one)

☒ Public

or ☐ Private/Invitation Only

Estimated Attendance:

500-1000

Number of participants in previous years:

50-1000

(If applicable)



3/8/2011

Will admission be charged? NO
(If yes, what amount?)

Is this event a fundraiser? yes - The Wichita Orpheum Theatre
(If yes, for what organization?)

Description of Event:

This is our 4th Annual Car Show where we encourage
car enthusiasts & collectors to come out & display
their cars. We raise money through sponsorships &
car registrations

Street Closure Requested (Circle One) YES or NO

Date(s)/Time/Location of Street Closures:

Sunday May 1st, 2011 from 8am to 8pm
Need streets closed from Broadway & Douglas → N. on Broadway
to 2nd St. Market E. to Topeka, one way

I, Adam Hottle, the above named applicant, do solemnly swear that I have read the contents of this application and that all information and answers herein contained are completed and true. In addition, I have read and understand all rules and regulations as set out in the Code of the City of Wichita. Furthermore, I hereby agree to comply with all of the laws of the State of Kansas, and all rules and regulations prescribed by the City of Wichita and I have consent to the immediate revocation of my license, by the proper officials, for any violation of such laws, rules, or regulations.

[Signature]
Signature of Event Applicant

3/1/11
Date

Orpheum Theatre - 4th Annual Car Show
Organization/Event

[Signature]
City of Wichita Representative

3/16/2011
Date

COMMUNITY EVENT CHECKLIST **and Temporary Entertainment District Checklist**

Checklist must accompany Application and applicable fees and mail to:

Division of Arts & Cultural Services | 225 W. Douglas | Wichita, KS 67202
(W) 316-303-8630 (F) 316-858-7960 csclark@wichita.gov

Completion of a Community Event Application is required when the following conditions apply: *The City of Wichita defines a Community Event as follows:*

- Outdoor event on public and/or private property
- Attendance in excess of 100 persons on public property and/or 250 on private or park property. Excludes invitation only events taking place on private property.
- Involves a particular purpose and time.

Approval of all applicable departments is required before permit is issued. The applicant shall be required to provide certified law enforcement officers, portable restrooms, and trash service in adequate number as reasonably determined by the procedures set forth. All vendors must be properly licensed and inspected. The applicant shall also be required to obtain, place and remove signs and barricades to close streets in accordance with requirements of the City. The applicant is responsible for all costs associated with the community event.

The Community Event Ordinance 3.11, Municipal Codes and Licensing applications can be accessible from www.wichita.gov under the Business tab or by request to the Community Event Coordinator.

X **1. Certificate of Insurance - Must accompany initial application**

The applicant shall be required to **maintain insurance reasonably acceptable to the City covering all aspects of the event** in a minimum amount of \$500,000 public liability insurance and \$50,000 property damage insurance, in addition to other insurance as required by law. The insurance policies must include the City of Wichita and its agencies as additional insured.

X **2. Site Plan – Must accompany initial application**

A Site Map/Plan and Event Notice **must be attached to application.** The site map/plan shall include: (1) streets requested for closure; (2) entry and exit points of event venue; (3) stage placement; (4) portable restroom locations; (5) trash receptacle locations; and, if applicable, (6) description of signage and barriers defining the area which alcoholic liquor or CMB may be consumed; (7) point of sale of alcoholic beverages; and (8) location of participating establishments.

X **3. Security Requirements – Minimum 15 day approval process**

Security requirements shall be determined in coordination with the Wichita Police Department. The applicant will be required to hire certified law enforcement officers in addition to any other security the promoter provides on the event site.

X **4. Traffic Flow Plan (Section 3.11.150) – Must accompany initial application**

The plan should include any information that will impact the flow of traffic, such as requested street closures; route for parade, run/walk, or any other request. Does not include events solely on sidewalks or public rights-of-way immediately adjacent to public streets unless alcoholic beverages are to be consumed in these areas. Applicants will be required to disclose the date, street name, location, and time period for approval of requested street closures. Please attach the traffic flow plan as part of the site map/plan. Closure for any major street requires adequate street closure equipment to include signs and barricades and certified law enforcement officers, to be provided by applicant. All affected property owners are required to be notified in writing for intended street closure and a copy of such list is to be included as part of the community event application requirements.

Only temporary street markings are allowed and must be removed immediately upon completion of the event.

X **5. Trash Receptacles – Minimum 15 day approval process**

The number of trash containers **shall be based upon industry standards for sanitation and public convenience** and will include consideration of the type of food and packaging. Requirements will be determined on event criteria and established with contracted vendor. Trash service will include servicing during an event for four hours or more and picking up of all trash and debris during and after the event. Upon completion of the event public property shall be left in the same condition or better than received. Trash containers may be located only in areas approved on site map/plan.

provided by Orpheum

 6. Portable Restrooms – Minimum 15 day approval process

The number of portable restrooms **shall be based upon industry standards for sanitation and public convenience**. Requirements will be determined on event criteria and established with contracted vendor. The plan must provide for service during the event if planned for four hours or more. Portable restrooms may be located only in areas approved on site map/plan.

Provided by Orpheum inside

 7. Food Vendors Transient Merchant License (Chapter 3.95) - Minimum 15 day approval process

Food vendors must be licensed and inspected through the City of Wichita. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

 8. Transient Merchant License (Chapter 3.95) – Minimum 15 day approval process

Transient Merchants are described as vendors selling wares or food from 7:00 am until midnight. Each vendor is required to complete a separate Transient Merchant application including signature. A copy of current Sales Tax License from the State of Kansas or proof of exempt status must accompany application. **A list of vendors including contact person and contact information must be submitted with the Community Event Application.**

~~9. Cereal Malt Beverage and Alcoholic Liquor Licenses (Chapter 4.12, Section 4.16.070(e) and KSA 41-2645 - Minimum 45 day approval process~~

The applicant shall be responsible for compliance with CMB and Alcoholic Liquor laws as well as all other laws and ordinances in the conduct of the event. Click on the *oBusinesso* tab at the top of the Home Page then click on *oCity of Wichita License Applicationso* to locate Liquor License and/or CMB license application.

~~10. Cereal Malt Beverage and Alcoholic Liquor Consumption Regulations (Title 10) - Minimum 45 day approval process~~

The applicant and onsite supervisor (if different) shall be responsible for compliance with all regulations as set forth in Section 3.11.065 of the City Code. Consumption of CMB or alcoholic liquor on public streets and sidewalks is only allowed when the street is closed to vehicular traffic and with written approval of the City council.

~~11. Tents and Canopies (Chapter 18.36 Ordinance 41-502)- Minimum 5 day approval process~~

A Permit will be required if the tent meets one of the following: The Tent has sides and is greater than 200 square feet OR is greater than 400square feet.

If a Tent Permit is required , the applicant will be required to appear in person at the Office of Central Inspection located in City Hall on the 7th floor, 455 N Main, Wichita, KS. The following information is required to obtain the permit: (1) the address where the tent will be located; (2) written permission of the property owner; (3) the size of the tent or canopy; (4) dates of erection and duration; (5) onsite contact name and contact information.

~~12. Parade (Chapter 3.13.020) - Minimum 10 day approval process~~

Parade route diagram and/or site map/plan must be attached to the application showing formation area, starting point and termination point.

~~13. Temporary Amusement Ride License (Chapter 3.20) - Minimum 30 day approval process~~

Completed application must include name of approved vendor. A current copy of certificate of inspection for each ride and applicable insurance must be on file with the City of Wichita. Placement of rides must be noted on site map/plan.

~~14. Fireworks License - (Chapter 15.0) Minimum 30 day approval process~~

Completed application must include a copy of the Firework Operator Certificate. Applicant is required to include a site map/plan of the shooting site, fallout zone, a list of shell sizes and applicable insurance.

~~15. Animal Exhibition License (Chapter 3.09) - Minimum 20 day approval process.~~

Completed application must include USDA animal documentation, name and address of licensed veterinarian responsible for the care of the animals and proof of liability insurance.

X **15. Event Times - (Municipal Code Section 3.11.155)**

Outdoor entertainment may operate 8:00 am until 11:00 pm Sunday through Thursday, 8:00 am until Midnight Friday and Saturday. The applicant shall at all times be responsible for compliance with laws and ordinances regulating the times of events.

X **16. Noise Level - (Chapter 7.41)**

The applicant shall be required to ensure that sound levels do not exceed that which is appropriate for the event area and its location and is in compliance with the provisions the code of the City of Wichita. The applicant will respond in a timely and effective manner to requests of the city's representatives concerning the sound level. The WPD or authorized representatives of the City shall have the authority to cancel musical performances or events for substantial or repeated violations.

X **17. Miscellaneous**

No excavation shall be made on public property nor objects/promotional items be placed or attached to public property except as expressly approved by permit or license. The applicant shall be required to abide by such other requirements as may be reasonable for the approval of the application.

I have read and understand the above information and regulations and accept them on behalf of the following organization.

Signature of Event Applicant

Date

Organization/Event

City of Wichita Representative

3/1/11

3/17/2011



CERTIFICATE OF LIABILITY INSURANCE

CALI

DATE (MM/DD/YYYY)

2/9/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Maury, Donnelly & Parr, Inc. Commerce & Water Streets Baltimore, MD 21202		CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ORPHER-01	
INSURED Orpheum Performing Arts Center LTD d/b/a Orpheum Theatre 200 N. Broadway Suite102 Wichita, KS 67202-		INSURER(S) AFFORDING COVERAGE INSURER A : Great American Insurance Company INSURER B : Hartford Insurance Companies INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY					EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	PAC3793526	5/31/2010	5/31/2011	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 2,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COMPI/OP AGG \$ 2,000,000
	<input type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$ 1,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	UMB379352703	5/31/2010	5/31/2011	AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input checked="" type="checkbox"/> RETENTION \$ 10,000					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y / N	30GRH0851	5/31/2010	5/31/2011	WC STATUTORY LIMITS \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N / A				OTHER \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. EACH ACCIDENT \$ 500,000
						E.L. DISEASE - EA EMPLOYEE \$ 500,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

City of Wichita is named as additional insured with regard to the Orpheum Car Show being held on May 1, 2011.

CERTIFICATE HOLDER

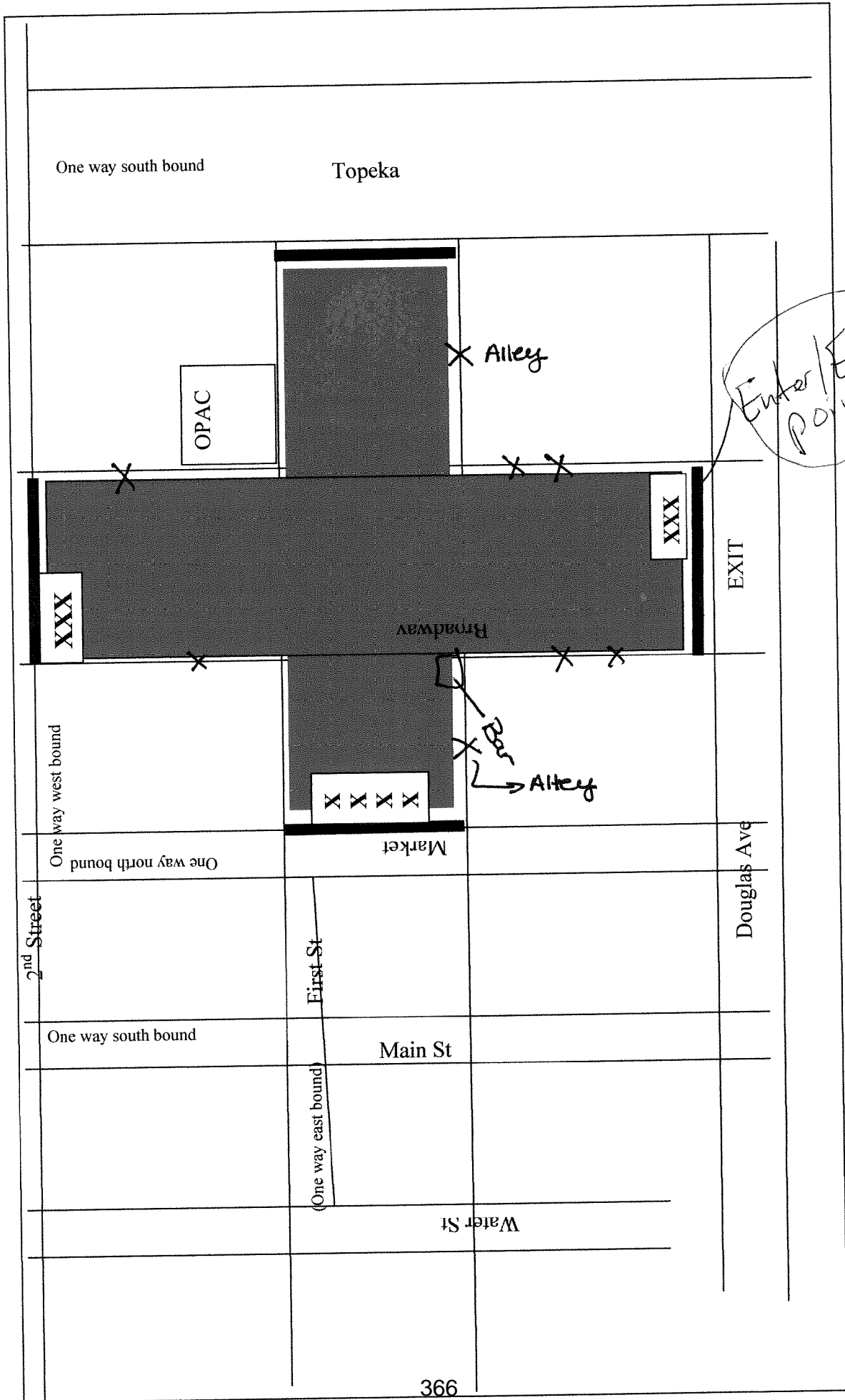
CANCELLATION

City of Wichita
c/o Connie Clark
334 N. Mead
Wichita, KS 67202-

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2009 ACORD CORPORATION. All rights reserved.



Enter/Exit
Point

City of Wichita
City Council Meeting
April 19, 2011

TO: Mayor and City Council

SUBJECT: Emergency ASR Pipeline Sand Removal (All Districts)

INITIATED BY: Department of Public Works & Utilities

AGENDA: Consent

Recommendation: Approve the emergency pipeline sand removal.

Background: On July 13, 2010, the City Council approved a contract with Wildcat Construction Co., Inc. in the amount of \$8,679,356 to construct approximately six miles of water transmission lines to serve the ASR well field. At the point of connection between the new pipeline and an existing 66" main transmission line that will remain in service, excessive sand deposits were discovered when the old pipe was opened up. Upon partial cleaning of the line and further exploratory work, it was determined that sand deposits caused by collapsed water wells over a period of 60 years had filled approximately 850 lineal feet of pipe from one-half to two-thirds of its diameter. Cleaning needed to proceed immediately to remove all of the sand in order to return the supply line to service to insure an adequate water supply prior to increased water usage due to warmer weather.

Analysis: The plugged 850 foot section of pipe is within Wildcat Construction Company's construction limits bounded by their 42" tie-in on the north and a new 16" tie-in on the south to serve a well house. Engineering staff and Wildcat Company personnel developed a plan to remove the sand in an efficient manner that maximizes removal of the solids, while minimizing nuisance excess waste water.

Financial Considerations: Wildcat Construction Company agreed to perform the work on a cost plus basis under the direction of the City, with a total cost not to exceed \$150,000. Funding is available in the existing project budget. The funding source is the Water Utility.

Legal Considerations: City Ordinance 2.64.020, "Public Exigency", allows the City Manager to authorize work to be performed by a contractor without formal bidding.

Goal Impact: This project addresses the Ensure Efficient Infrastructure goal by insuring an adequate water supply.

Recommendations/Actions: It is recommended that City Council affirm the City Manager's Public Exigency approval of the project.

Attachments: Memo.



Interoffice Memorandum

TO: Robert Layton, City Manager
FROM: Jim Armour, City Engineer-Co-Director of Public Works & Utilities
DATE: March 25, 2011
SUBJECT: Declaration of Public Exigency
ASR Project C-1

On July 13, 2010, the City Council approved a contract with Wildcat Construction Co., Inc. in the amount of \$8,679,356 to construct approximately six miles of water transmission lines to serve the ASR well Field. At the point of connection between the new pipeline and the existing 66" main transmission line to remain in service, excessive sand deposits were discovered when the 60-year old pipe was opened up. Upon partial cleaning of the line and further exploratory work it was determined that sand deposits caused by collapsed water wells over a period of 60 years have filled approximately 850 lineal feet of pipe one-half to two thirds of its cross-sectional area. Cleaning needs to proceed immediately to remove all of the sand in order to return the supply line to service to insure adequate water supply to the City prior to warmer weather.

The plugged 850-foot section of pipe is within Wildcat's construction limits bounded by their 42" tie-in or the north and a new 16" tie-in on the south to serve well house MR45. City Staff and Wildcat Construction have developed a plan to remove the sand in an efficient manner maximizing removal of solids and minimizing nuisance excess waste water. Wildcat has agreed to perform the work on a cost basis under the direction of City Staff with a total cost not to exceed \$150,000.

Funding for the work is available in the existing project budget. The funding source is the Water Utility.

I request that you declare this a Public Exigency, which is defined under City code, Section 2.64.020(a), as an instance when public exigency will not permit the delay incident to advertising, as determined and approved by the City Manager. An approval line has been provided if you concur with this request. A subsequent agenda item will be prepared to obtain Council acknowledgement of this declaration action.

Robert Layton, City Manager

**City of Wichita
City Council Meeting
April 19, 2011**

TO: Mayor and City Council

SUBJECT: Notice of Intent to Use Debt Financing
Taxiway “H and H1” West Site Development
Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: The Airport Authority relies on the City of Wichita for the issuance of General Obligation bonds and/or notes for capital projects. In order to use debt financing for a project, it is necessary to declare that a public necessity exists for, and that the public safety, service, and welfare will be advanced by, the authorization of certain capital improvements to the Mid-Continent Airport facility. Additionally, the nature of said improvements, the estimated costs thereof, and the manner of payment, need to be disclosed. The actual issuance of the bonds/notes will require a separate authorization from the City Council. Debt financing can be in the form of temporary notes for durations as short as six months for timing considerations, or in the form of General Obligation bonds for long term financing.

Analysis: On March 22, 2011, the City Council, sitting as the Wichita Airport Authority, approved concept phase services for the Taxiway “H and H1” West Site Development project. The authorized project will provide site development options addressing elements such as utilities, drainage, pavements and landscaping, to accommodate tenant development. On April 19, 2011, the budget was increased from \$25,000 to \$75,000 to include the cost of electrical gear that will be procured. It is appropriate to make notice of the intent to use debt financing for this project, with the specific financing amount and length being identified when the actual issuance of the bonds/notes are authorized in the future by City Council.

Financial Considerations: The total approved budget is \$75,000 which represents the maximum cost that will be financed with General Obligation bonds/notes. The source of repayment for the bonds/notes will be Airport revenues.

Goal Impact: The Airport’s contribution to the Economic Vitality of Wichita is leveraged through the use of financing for capital projects.

Legal Considerations: The Law Department has approved the Authorizing Resolution as to form.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Authorizing Resolution.

RESOLUTION NO. 11-086

A RESOLUTION DECLARING THAT A PUBLIC NECESSITY EXISTS FOR, AND THAT THE PUBLIC SAFETY, SERVICE AND WELFARE WILL BE ADVANCED BY, THE AUTHORIZATION OF LAND ACQUISITION AND/OR CERTAIN CAPITAL IMPROVEMENTS TO THE WICHITA MID-CONTINENT AIRPORT FACILITY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS; THE ESTIMATED COSTS THEREOF; AND THE MANNER OF PAYMENT OF SAME.

WHEREAS, K.S.A. 3-114 provides that an airport authority established pursuant to K.S.A. 3-162 shall have the power to equip, improve and maintain an airport; and,

WHEREAS, K.S.A. 13-1348a provides that a city having an airport authority established pursuant to K.S.A. 3-162 is authorized to issue general obligation bonds for the purpose of purchasing land for airport purchases or for the construction, enlargement, reconstruction, repair or addition to or of any improvements to any such lands.

THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That a public necessity exists for, and that the public safety, service and welfare will be advanced by, the authorization of land acquisition and/or certain capital improvements, specifically,

Taxiway "H and H1" West Site Development
to the Wichita Mid-Continent Airport facility operated by the Wichita Airport Authority of the City of Wichita, Kansas (such land acquisition and/or improvement to be referred to herein as the "Project").

SECTION 2. That the cost of the above described Project is estimated to be Seventy Five Thousand Dollars (\$75,000), exclusive of the cost of interest on borrowed money, to be paid by the Wichita Airport Authority of the City of Wichita. Said Wichita Airport Authority cost shall be financed through the issuance of general obligation bonds under the authority of K.S.A. 13-1348a, as amended by Charter Ordinance No. 78 of the City of Wichita, Kansas. The maximum principal amount of bonds issued for this Project shall not exceed \$75,000.

SECTION 3. That to the extent the Project is a capital improvement, the above described Project shall be made in accordance with the Plans and Specifications prepared under the direction of the Airport Engineering and Planning Manager and approved by the Wichita Airport Authority. Said plans and specifications are to be placed on file in the office of the Airport Engineering and Planning Manager located at Wichita Mid-Continent Airport.

SECTION 4. That the City Clerk shall make proper publication of this resolution, which shall be published once each week for two consecutive weeks in the official City paper and which shall be effective from and after said publication.

ADOPTED at Wichita, Kansas, April 19, 2011.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

GARY REBENSTORF, DIRECTOR OF LAW

**City of Wichita
City Council Meeting
April 19, 2011**

TO: Mayor and City Council

SUBJECT: Budget Adjustment

INITIATED BY: Department of Finance

AGENDA: Consent

Recommendation: Approve the budget adjustment.

Background: On November 9, 2010, the City Council approved an agreement with Sedgwick County to retire previously incurred fees for maintaining prisoners at the County jail facility who are booked on City of Wichita ordinance violations. Under the agreement, the City paid for jail fees incurred through 2010 by transferring land to Sedgwick County. Fees incurred since the beginning of 2011 are to be paid with City funds.

Analysis: The City will be liable for approximately \$3 million in annual prisoner maintenance. The 2011 Adopted Budget includes \$3 million in contingency funds in the General Fund that have been reserved for this year's jail fees. A budget adjustment is required to move the funds from the General Fund contingency to a cost center identified for jail fees.

Financial Considerations: The City's General Fund has a \$3 million contingency that has been reserved for jail fee payments. Future annual appropriations will occur during the budget process.

Goal Impact: This budget adjustment is tied to the City Council's goal of protecting life and property by providing jail services.

Legal Considerations: The Law Department has reviewed the budget adjustment and agenda report. The budget adjustment is in compliance with requirement that all budget adjustments of \$25,000 or greater be approved by the City Council.

Recommendation/Action: It is recommended that the City Council approve the budget adjustment of \$3 million to pay for prisoner maintenance fees incurred during 2011.

RECEIVED**APR 13 '11****CITY CLERK OFFICE****CERTIFICATE OF CANVASS**STATE OF KANSAS)
SEDGWICK COUNTY)

Pursuant to K.S.A. 25-3104 the Board of County Commissioners, acting as a Board of Canvassers met at 10:00 AM on Friday, April 8, 2011 in the Human Resources Training Room, Third Floor, Historic Courthouse, to canvass the votes cast in the General Election on April 5, 2011 for the office of Mayor and Council Member, Districts 2, 3 (unexpired term), 4 and 5 for the **City of Wichita**, with the following present:

David M. Unruh, Chairman
Tim R. Norton, Chair Pro Tem
Karl Peterjohn, Commissioner
Richard Ranzau, Commissioner
James B. Skelton, Commissioner

The returns of the election were presented to the Board as received from the official conducting the election. The Board proceeded to canvass the vote and found the results of the election to be as follows:

Office and Candidates	Votes	Provisional Votes	Total Votes
Mayor:			
Carl Brewer	17,216	69	17,285
Darrell E. Leffew	7,463	31	7,494
Write-ins:			
<i>See Attached Write-In Canvass</i>			
Council Member District 2:			
Pete Meitzner	4,085	12	4,097
Charlie Stevens	3,034	11	3,045
Write-ins:			
<i>See Attached Write-In Canvass</i>			
Council Member District 3, Unexpired Term:			
James Clendenin	1,509	5	1,514
Mark S. Gietzen	1,085	4	1,089
Write-ins:			
<i>See Attached Write-In Canvass</i>			
Council Member District 4:			
Joshua Blick	1,552	4	1,556
Michael O'Donnell	1,679	7	1,686
Write-ins:			
<i>See Attached Write-In Canvass</i>			
Council Member District 5:			
Jeff Longwell	3,439	11	3,450
Lynda W. Tyler	2,357	12	2,369
Write-ins:			
<i>See Attached Write-In Canvass</i>			

City of Wichita Canvass, continued

Whereupon it was determined that the following candidates were duly elected:

Mayor:

Carl Brewer

Council Member District 2:

Pete Meitzner

Council Member District 3, Unexpired Term:

James Clendenin

Council Member District 4:

Michael O'Donnell

Council Member District 5:

Jeff Longwell

Write-in Canvass

City & School General Election, April 5, 2011

Office	District	First & Middle Name	Last Name & Suffix	Vote	Elected
Wichita Mayor			Another Crook	1	
Wichita Mayor			Any Democrat	1	
Wichita Mayor			Anybody Else	1	
Wichita Mayor		Michael G	Balleau	1	
Wichita Mayor		James	Barfield	1	
Wichita Mayor			Blank	3	
Wichita Mayor		Pat	Brennan	1	
Wichita Mayor		Robert	Browning	1	
Wichita Mayor		Rex	Burgoon	1	
Wichita Mayor		Dave	Bush	1	
Wichita Mayor		Justen	Byrd	1	
Wichita Mayor		Leslie	Chapman	1	
Wichita Mayor		Stuart	Cicccone	1	
Wichita Mayor		Neal	Cook	1	
Wichita Mayor		Jim	Cruce	1	
Wichita Mayor		Phyllis	Dahlem	1	
Wichita Mayor		John	D'Angelo	1	
Wichita Mayor		Kenneth	Dillon	1	
Wichita Mayor		Tim	Dugger	1	
Wichita Mayor		Mike	Dwyer	1	
Wichita Mayor		Caleb	Ejibe	1	
Wichita Mayor			Fuck U	1	
Wichita Mayor		Curtis	Gibson	1	
Wichita Mayor		Peter	Grant	1	
Wichita Mayor		Nathanael	Harvey	1	
Wichita Mayor		Steven	Hess	1	
Wichita Mayor		Joel	Hesse	1	
Wichita Mayor		Sonya	Hill	1	
Wichita Mayor		Ricky	Huang	1	
Wichita Mayor			John Doe	1	
Wichita Mayor		George	Jones	1	
Wichita Mayor		Joan	Kahn	1	
Wichita Mayor		Warren E.	Kinuni	1	
Wichita Mayor		Jeff	Longwell	1	
Wichita Mayor		David	Ludwa	2	
Wichita Mayor		Roy	Malcom	3	
Wichita Mayor		Greg	Marshall	2	
Wichita Mayor		Carl	Maughan	1	
Wichita Mayor		Charles E.	McClung, Jr.	1	
Wichita Mayor		Norm	Mcdonald	1	
Wichita Mayor		Curt	Melzer	1	
Wichita Mayor			Neither	1	
Wichita Mayor		Kevin	O'Connor	1	
Wichita Mayor		Dr. Michael	O'Donnell	1	
Wichita Mayor		Eric	Payne	1	
Wichita Mayor		Pat	Regan	1	
Wichita Mayor		Patrick	Regan	1	
Wichita Mayor		Paul	Rhodes	1	
Wichita Mayor		Dennis	Roberts	1	
Wichita Mayor		Jay	Roll	1	
Wichita Mayor		Marco	Rubio	1	
Wichita Mayor		Ben	Sauceda	1	
Wichita Mayor		Mark	Shirley	1	
Wichita Mayor		Mark	Springs	1	
Wichita Mayor		Vickie	Stangle	1	
Wichita Mayor		Johnny	Stevens	1	
Wichita Mayor		Roger	Strunk	1	
Wichita Mayor		Dale	Swenson	1	
Wichita Mayor		Brian	Terzian	1	

Write-in Canvass

City & School General Election, April 5, 2011

Office	District	First & Middle Name	Last Name & Suffix	Vote	Elected
Wichita Mayor		Joan	Wamsley	1	
Wichita Mayor		Daria	Whipple-Frain	1	
Wichita Mayor		Ralph	Younger	1	
Wichita Council	District 2	Om	Chauham	1	
Wichita Council	District 2	Om	Chauhan	2	
Wichita Council	District 2	Steve	Harris	1	
Wichita Council	District 2		None of Above	1	
Wichita Council	District 2	Mary	Pfeiffer	1	
Wichita Council	District 2	Jennifer	Robison	1	
Wichita Council	District 2	Margarate	Singer	1	
Wichita Council	District 2	Angela	Smith	1	
Wichita Council	District 2	Ronald	Wall	1	
Wichita Council	District 2	Sandra Le	Williams	1	
Wichita Council	District 3, Unexpired Term		Al	1	
Wichita Council	District 3, Unexpired Term		Blank	1	
Wichita Council	District 3, Unexpired Term	Justen	Byrd	1	
Wichita Council	District 3, Unexpired Term	Kenneth	Dillon	1	
Wichita Council	District 3, Unexpired Term	Alex	Gentry	2	
Wichita Council	District 3, Unexpired Term	Steven	Hess	1	
Wichita Council	District 3, Unexpired Term		Mickey Mouse	1	
Wichita Council	District 3, Unexpired Term		Obama	1	
Wichita Council	District 3, Unexpired Term	Mike	Odonnal	1	
Wichita Council	District 3, Unexpired Term	Roger	Smith	4	
Wichita Council	District 3, Unexpired Term	Roger A	Smith	1	
Wichita Council	District 3, Unexpired Term	Brian	Terzian	1	
Wichita Council	District 3, Unexpired Term	Lynda	Tyler	1	
Wichita Council	District 4	June	Bailey	2	
Wichita Council	District 4	Melanie	Barnes	1	
Wichita Council	District 4	Pat	Brennan	1	
Wichita Council	District 4	Jason	Dilts	1	
Wichita Council	District 4		Donald Duck	1	
Wichita Council	District 4		Elmo	1	
Wichita Council	District 4	Michael	Harvey	1	
Wichita Council	District 4	George	Jones	1	
Wichita Council	District 4	Nancy	Landon Kasselbaum	1	
Wichita Council	District 4	Michael	Lange	1	
Wichita Council	District 4	Leonard	Love, Jr.	1	
Wichita Council	District 4		Mickey Mouse	1	
Wichita Council	District 4	Ralph	Younger	1	
Wichita Council	District 5		Donald Duck	1	
Wichita Council	District 5	Bryan	Frye	2	
Wichita Council	District 5	Max	Grant	1	
Wichita Council	District 5		John Doe	1	
Wichita Council	District 5	Charles E.	McClung, Jr.	1	
Wichita Council	District 5	Joe	Renfro	1	
Wichita Council	District 5	Jon	Siegle	1	
Wichita Council	District 5	Jonathan J.	Siegle	1	

The undersigned hereby certify that the foregoing results are shown by the finalized abstract of election returns.

Dated this 8th day of April, 2011.


David M. Unruh, Chairman


Tim R. Norton, Chair Pro Tem



Karl Peterjohn, Commissioner

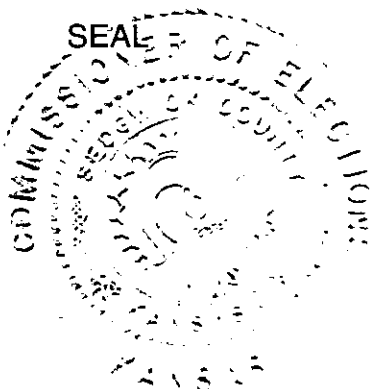

Richard Ranzau, Commissioner


James B. Skelton, Commissioner

BOARD OF COUNTY CANVASSERS
SEDGWICK COUNTY, KANSAS

ATTEST:


Bill Gale
Commissioner of Elections



RESOLUTION NO. 11-087

A RESOLUTION ESTABLISHING THE ORDER OF SUCCESSION AS MAYOR OF THE CITY OF WICHITA, KANSAS, IN THE ABSENCE FROM THE CITY OF THE MAYOR AND THE VICE MAYOR.

WHEREAS, Section 2.04.032 of the City Code provides that the City Council is to designate from the membership thereof, members to serve as Mayor in the absence from the City of the Mayor, Vice Mayor, or other Council Members:

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF WICHITA, KANSAS:

SECTION 1. That the order of succession as Mayor of the City of Wichita, Kansas, in the absence there from of the Mayor and the Vice Mayor or other Council Member shall be:

Council Member Janet Miller
Council Member Pete Meitzner
Council Member Jeff Longwell
Council Member Michael O'Donnell
Council Member James Clendenin

SECTION 2. This Resolution shall be in force and effect after its due passage.

ADOPTED at Wichita, Kansas, this 12th day of April, 2011.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

Second Reading Ordinances for April 19, 2011 (first read on April 12, 2011)

ZON2011-00003 – City zone change from LI Limited Industrial to SF-5 Single-family Residential; generally located midway between Hoover Road and West Street, on the north side of MacArthur Road. (District IV)

ORDINANCE NO. 48-989

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended.

ZON2011-00004 –City zone change from SF-5 Single-Family Residential to LC Limited Commercial; generally located east of Mid-Continent/Ridge Road between University and Taft Avenues. (District V)

ORDINANCE NO. 48-990

An ordinance changing the zoning classifications or districts of certain lands located in the city of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section v-c, as adopted by section 28.04.010, as amended.